

METSIMAHOLO LOCAL MUNICIPALITY
THE APPOINTMENT OF SERVICE PROVIDER FOR
CONSTRUCTION OF 1.52KM PAVED ROAD AND
STORMWATER DRAINAGES IN ZAMDELA WARD 2.

CONTRACT No.: MLM 01/2026/27

CIDB GRADING: 6CE OR HIGHER

ISSUED BY: Metsimaholo Local Municipality Municipal Building 10 Fichardt Street Sasolburg 4800 Project Manager: Nolundi Gulukunqu Tel No: +27 16 973 8414 E-mail: lundi@metsimaholo.gov.za 	PREPARED BY: Phecron Engineering Group 24 Pretorius Street Welkom 9459 Project Engineer: Thabo Phera Cell No: 076 726 4112 E-mail: bids@phcron.co.za www.phcron.co.za 																					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Name of Company</td> <td style="width: 5%;">:</td> <td style="border-bottom: 1px dotted black; width: 65%;"></td> </tr> <tr> <td>Contact Name</td> <td>:</td> <td style="border-bottom: 1px dotted black;"></td> </tr> <tr> <td>Contact No</td> <td>:</td> <td style="border-bottom: 1px dotted black;"></td> </tr> <tr> <td>Email Address</td> <td>:</td> <td style="border-bottom: 1px dotted black;"></td> </tr> <tr> <td>CSD Supplier Number</td> <td>:</td> <td style="border-bottom: 1px dotted black;"></td> </tr> <tr> <td>CIDB: CRS Number</td> <td>:</td> <td style="border-bottom: 1px dotted black;"></td> </tr> <tr> <td>Tender Amount (VAT incl.):</td> <td></td> <td>R </td> </tr> </table>		Name of Company	:		Contact Name	:		Contact No	:		Email Address	:		CSD Supplier Number	:		CIDB: CRS Number	:		Tender Amount (VAT incl.):		R
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WARNING DISCLAIMER (A)

MISREPRESENTATION OF INFORMATION (FRAUD) - COMPLIANCE & FUNCTIONALITY

NB: The Municipality reserves the right to blacklist the company & it's directors should it be found to have submitted false documentation. If contract already awarded, it will be terminated, and the service provider will be reported to National Treasury for blacklisting.

In terms on the regulation 46 (2) (i) of the municipal SCM policy

1. An official or other role player involved in the implementation of Policy –

- (a) must report to the accounting officer any alleged irregular conduct in the supply chain management system which that person may become aware of, including –
 - i. Any alleged fraud, corruption, favouritism or unfair conduct;
 - ii. Any alleged contravention of paragraph 47(1) of this Policy;
or
 - iii. Any alleged breach of this code of ethical standards.

In terms PPPFA, MBD 6.1 bidders are required to claim points for specific goals.

**** The organ of state reserves the right to require of a tender either before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding the preferences required by the organ of state.***

*****Bidders are warned against submission of fraudulently or edited municipal rates and taxes accounts and lease agreements.***

I, _____, the director of

_____ hereby declare that all supporting documents (**compliance and functionality documents**) submitted with this bid are valid.

Signed at: _____

Signature: _____

Date : _____

WARNING DISCLAIMER (B)

MISREPRESENTATION OF INFORMATION (FRAUD) - SPECIFIC GOALS

NB: The Municipality reserves the right to blacklist the company & it's directors should it be found to have submitted false documentation. If contract already awarded, it will be terminated, and the service provider will be reported to National Treasury for blacklisting.

In terms on the regulation 46 (2) (i) of the municipal SCM policy

2. An official or other role player involved in the implementation of Policy –

- (b) must report to the accounting officer any alleged irregular conduct in the supply chain management system which that person may become aware of, including –
 - iv. Any alleged fraud, corruption, favouritism or unfair conduct;
 - v. Any alleged contravention of paragraph 47(1) of this Policy;
or
 - vi. Any alleged breach of this code of ethical standards.

In terms PPPFA, MBD 6.1 bidders are required to claim points for specific goals.

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*****Bidders are warned against submission of fraudulently or edited municipal rates and taxes accounts and lease agreements.***

I, _____, the director of

_____ hereby declare that all supporting documents (***proof of specific goals documents, municipal rates and taxes/lease agreement***) submitted with this bid are valid.

Signed at: _____

Signature: _____

Date : _____

MBD 1

TENDER NUMBER: MLM 01/2026/27 - CONSTRUCTION OF 1.52KM PAVED ROADS AND STORMWATER DRAINAGES IN ZAMDELA WARD 2

LIST OF CONTRACT DOCUMENTS

The following documents form part of this contract:

- Volume 1: The General Conditions of Contract for Construction Works, Second Edition (GCC 2015), published by the South African Institute of Civil Engineers, which the Tenderer shall purchase himself (**see note 1 below**).
- Volume 2: SANS 1200 The Standard Specifications for Civil Engineering Construction
- Volume 3: The Project Document containing the Tender Notice, Conditions of Tender, Tender Data, Returnable Schedules, Form of Offer, General and Particular Conditions of Contract, Pricing Schedule, Project Specifications and Site Information, issued by the Employer (see note 4 below). The Employer's Form of Acceptance and any correspondence from the selected Tenderer, performance security-demand guarantee, and all addenda issued during the period of tender will also form part of this volume once a Tenderer has been appointed.
- Volume 4: Civil drawings

Notes to Tenderer

1. **Volume 1 is obtainable from SAICE, Private Bag X200, Halfway House, 1685.**
Tel: +27 11 805 5947 Fax: +27 11 805 5971, email: civilinfo@saice.org.za.
Website: <http://www.saice.org.za>
2. **Volume 2 is obtainable from SA Bureau of Standards Dr Lategan Road; Groenkloof; Pretoria; 0001. Private Bag X191, Pretoria, 0001.**
3. **Volume 3 is issued at tender stage as per tender advertisement. The pricing data is available on request in Excel format**
At contract stage Volume 4 will be a bound signed paper copy containing the following documents:
 - **Returnable schedules relevant to the project**
 - **Agreements and Contract Data**
 - **Pricing Data**
 - **Scope of Work**
 - **Site Information**
4. **SUBMISSION OF TENDER – Refer to clause F2 in the Tender Data**
Information provided by a Tenderer over and above the above elements of Volume 3 shall be treated as information only and will only be bound into the document if the tenderer notes on Form A4: Schedule of Variations or deviations that the information has a bearing on the tender price.
5. **For alternative offers, the Tenderer shall refer to clause F2.12 in the Tender Data**

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T1.2	Tender Data	
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METSIMAHOLO LOCAL MUNICIPALITY

BID NO: MLM 01/2026/27

**CONSTRUCTION OF 1.52KM PAVED ROADS
AND STORMWATER DRAINAGES IN
ZAMDELA WARD 2**

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METSIMAHOLO LOCAL MUNICIPALITY

BID NO: MLM 01/2026/27

**CONSTRUCTION OF 1.52KM PAVED ROADS AND
STORMWATER DRAINAGES IN ZAMDELA WARD 2**

PART T1: TENDERING PROCEDURES

PART T2: RETURNABLE DOCUMENTS

T.1.1 TENDER NOTICE AND INVITATION TO TENDER



TENDER NOTICE- BID NO: MLM 01/2026/27

METSIMAHOLO LOCAL MUNICIPALITY INVITES TENDERS FOR THE CONSTRUCTION OF 1.52KM PAVED ROADS AND STORMWATER DRAINAGES IN ZAMDELA WARD 2.

Bid Terms and Conditions:

1. Bids shall be evaluated and adjudicated in accordance with the Supply Chain Management Policy of Metsimaholo Local Municipality.
2. The compulsory briefing session will be held on 16 October 2026 @10:00 Finance building.
3. Documents will be available at the SCM Office, Metsimaholo Local Municipality, Civic Centre, 10 Fichardt Street, Sasolburg, Finance Building, 1st floor and a Non-refundable tender document fee of **R600** is payable in cash between 07:30am and 15:30pm at the cashiers in the Rates Hall, Metsimaholo Local Municipality, Civic Centre, 10 Fichardt Street.
4. Tender documents can also be downloaded on e-tender portal www.e-tenders.gov.za for free.
5. The Municipality reserves the right to accept the tender in part, Late tenders will not be accepted.
6. Incomplete tenders may be disqualified, no faxed or e-mailed tenders shall be accepted.
7. The Municipality reserves the right to accept any tender price and not necessarily the lowest, and to withdraw any bid before the award.
8. Bidders must comply with the requirements as specified in a tender document; failure to comply may lead to non-consideration (disqualification).
9. No bids from the persons in the service of the state such as Councillors, and other elected representative (MPs, MPLs), public servants, national and provincial, municipal officials, directors of public and municipal entities are barred from engaging in business with the municipality.
10. Tenderers should have a CIDB Contractor grading designation of **6 CE or higher**. Service providers will be adjudicated according to the Supply Chain Management Policy using the **80/20**-point system, based on the Preferential Procurement Policy Framework Act 5 of 2005 and MFMA, Act 56 of 2003 as well as the Broad-Based Black Economic Empowerment Act, Act 53 of 2003.
11. The closing time and date for receipt of tenders is – **09 NOVEMBER 2026, 11H00**. Bid documents, clearly marked **BID MLM 01/2026/27 CONSTRUCTION OF 1.52KM PAVED ROADS AND STORMWATER DRAINAGES IN ZAMDELA WARD 2** must be deposited in the bid box at the **Municipal Building, 10 Fichardt Street, Sasolburg** before the closing time.
12. Bid documents will be opened in public soon after the closing time. Telegraphic, telephonic, telex, e-mail, facsimile and late tenders will not be accepted. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

Queries relating to the issues of these documents may be addressed to:

Administrative:

Nolundi Gulugunqu

Tel No. +27 16 973 8414

E-mail: lundi@metsimaholo.gov.za

Technical:

Thabo Phera

Tel No.+27 76 726 4112

E-mail: bids@phecron.co.za

Bid No. MLM	Bid Description	Evaluation Criteria	Specific Goals	Bid Fee	Compulsory Briefing Meeting	CIDB Grading	Closing Date	Technical Contact Person
01/2026/27	Appointment of a service provider for construction of 1.52km paved roads and stormwater drainages in ward 2	80/20 Price and functionality	Locality	R 600.00	16 OCTOBER 2026 @10h00 FINANCE BUILDING 2 ND FLOOR FOYER	6CE or Higher	09 NOVEMBER 2026 @11h00 FINANCE BUILDING 2 ND FLOOR FOYER	Nolundi Gulukunqu 016 973 8414

SPECIFIC GOALS: All tenders will be evaluated using locality criteria:

- **Metsimaholo Local Municipality (20),**
- **Fezile Dabi District Municipality (15)**
- **Free State Province (10)**
- **Outside boundaries of Free State Province (05)**

TOTAL SPECIFIC GOALS (20)

WHERE A COMPULSORY BRIEFING SESSION IS REQUIRED, THE ONUS IS ON THE BIDDER TO ATTEND AND ARRIVE ON TIME, AS LATE ARRIVALS SHALL NEITHER BE ALLOWED INTO THE VENUE NOR WILL THEY BE PERMITTED TO SIGN THE ATTENDANCE REGISTER, AND THEREBY THEY WILL BE DEEMED TO BE ABSENT AND THEIR BIDS SHALL NOT BE CONSIDERED.

Additional terms and conditions of the bids are included in the bid document and on the e-tender portal, CIBD, municipal Facebook and municipal website.

Mr F.J Motlounq

Municipal Manager

Notice No: 01/2026/27

T1.1.2 CONDITIONS OF TENDER

T1.1.2 CONDITIONS OF TENDER

F.1 General

F.1.1 Actions

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- a) **Conflict of interest** means any situation in which:
- i) Someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially.
 - ii) an individual or organisation is able to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) in compatibility or contradictory interests exist between an employee and the organisation which employs that employee.

- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents, *or any official in the public service or in the employ of an Organ of State*, in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs
- g) **tenderer** means any organisation who is represented by a duly authorised employee, partner, shareholder or director that responds to the Tender Notice by drawing tender documents
- h) **these conditions of tender** mean the Standard Conditions of Tender (as published and amended from time to time by the Construction Industry Development Board) and the employer's Special Conditions of Tender, the latter are demonstrated by appearing in italics.

F.1.4 Communication and employer's agent

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

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

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

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months (*measured between the relevant closing dates of the abandoned tender and the re-issued tender*) unless only one tender was received and such tender was returned unopened to the tenderer, *or if there is agreement by the participating tenderers*.

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

Treat as confidential, *regardless whether or not a tender offer is submitted*, all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data. *Any variation or deviation based on a point for which clarity should have been requested may render a tenderer's offer non-responsive in terms of F.3.8.*

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed. *Alternative tender offers shall not alter any contingency pay items provided in the tender documents, or offer fixed prices (except where such are provided in the postulated pricing schedule) or a fixed price contract.*

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

F.2.12.3 *Qualify a tender offer (except that no qualifications shall be in conflict with F.2.8) but undertake to do so by submitting such qualification in terms of F.2.12.1 and F.2.12.2.*

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification or withdrawal of tender offer after submission

F.2.17.1 Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors or *adjusting of imbalanced rates*, by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

F.2.17.2 *Accept that the employer may, at its sole discretion, accept a less favourable tender from those already received or invite fresh tenders if a tenderer, at any time after the opening of his tender offer but prior to the signing of a contract based on his tender offer:*

- a) *withdraws his tender; or*
- b) *gives notice of his inability to execute the contract in terms of his tender; or*
- c) *fails to sign a contract or furnish the performance security within the period fixed in the letter of award or any extended period fixed by the employer; or*
- d) *fails to comply with a request made in terms of F.2.17.1 or F.2.18.1,*

in which case such tenderer shall be automatically barred from tendering on any of the employer's future tenders for a period to be determined by the employer, but not less than twelve (12) months, from the date of tender closure. The employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.

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

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive *and may invoke the same remedy as provided for under F.2.17.2.*

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

F.2.18.3 *Accept the employer's right, at its sole discretion, to appoint suitably qualified persons to report on the financial resources, standing with the South African Revenue Service regarding all taxes, management structure and ownership details of any tenderer and/or to verify the correctness of any information furnished to the employer in terms of F.2.17.1. Comply with the employer's request within the time stated in the request. Failure on the part of the tenderer to cooperate with such an inquiry shall entitle the employer to declare such tender offer as non-responsive and may invoke the same remedy as provided for under F.2.17.2.*

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

Return tender offers *withdrawn in terms of F.2.16.3* or received after the closing time stated in the tender data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

F.3.7.1 Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices. *In addition, any such disqualification shall entitle the employer, at its sole discretion, to impose a specified period during which tender offers will not be accepted from the offending tenderer.*

F.3.7.2 *Communicate to other state tender boards, provincial tender boards or parastatal tender boards any tenderer disqualified in terms of special condition F.3.7.1.*

F.3.7.3 *Consider rejecting any tender offers received from tenderers who are involved in any form of litigation or legal proceedings by or against the Employer.*

F.3.7.4 *Reject any offer from a tenderer who has not purchased the tender documents in his own name or in the name of a fellow member of a joint venture.*

F.3.7.5 *Reject any offer from a tenderer that contains information or data that is not in compliance with the minimum key staff qualification requirements.*

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions, discrepancies, and imbalanced unit rates

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

F.3.9.2 Check *responsive* tender offers for:

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

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

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

- a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line 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 unit rate shall be corrected.
- b) Where there is an error in the total of the prices either because of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected.
- c) *Where the unit rates are imbalanced request tenderers to amend and adjust any rates declared imbalanced by the employer while retaining the total of the prices derived after any adjustment made.*

F.3.9.5 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors or amend/adjust an imbalanced unit rate in the manner described above.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

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

F.3.11.3 Method 2: Financial offer and preference

In the case of a financial offer and preferences:

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

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

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

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

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

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

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

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

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

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

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

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

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

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

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

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

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

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

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

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

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

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

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

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

Formula	Comparison aimed at achieving	Option 1^a	Option 2^a
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P_m / P$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$
P_m is the comparative offer of the most favourable comparative offer (<i>excluding all Provisional and Prime Cost Sums and the associated VAT</i>). P is the comparative offer of the tender offer under consideration (<i>excluding all Provisional and Prime Cost Sums and the associated VAT</i>).			

F.3.11.8 Scoring preferences

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

F.3.11.9 Scoring quality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the tender data.

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

$$N_Q = W_2 \times S_O / M_S$$

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F.3.19 Delegation of authority

The Employer may delegate any power vested in him by virtue of these Conditions of Tender to an officer or employee of the Employer.

T1.2 TENDER DATA

PROJECT TITLE:	CONSTRUCTION OF 1.52KM PAVED ROADS AND STORMWATER DRAINAGES IN ZAMDELA WARD 2
Tender No:	MLM 01/2026/27

Compulsory Briefing Session	16 OCTOBER 2026 @10:00 FINANCE BUILDING, 2 ND FLOOR FOYER		
Closing date:	09 NOVEMBER 2026 @11:00 FINANCE BUILDING, GROUND FLOOR		
Closing time:	11:00 AM	Validity period:	90 days

Clause	
	The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (May 2010) as published in Government Gazette No 33239, Board Notice 86 of 2010. The Standard Conditions of Tender make several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity of inconsistency between it and the Standard Conditions of Tender. Each item of data given below is cross-referenced to the sub clause in the Standard Conditions of Tender to which it mainly applies.
F.1.1	The employer is the Metsimaholo Local Municipality .
F.1.2	For this contract the single volume approach is adopted. This procurement document has been formatted and compiled under the headings for a single volume approach as contained in table 6 of the CIDB's "Standard for Uniformity in Construction Procurement." The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents including the fully priced Activity Schedule / Bills of Quantities, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the single volume procurement document back to the Department bound up as it was when it was received. The single volume procurement document issued by the employer comprises the following: Part T: THE TENDER Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data Part T2: Returnable documents T2.1- List of returnable documents T2.2 - Returnable schedules Part C: THE CONTRACT Part 1: Agreements and contract data

	C1.1 - Form of offer and acceptance C1.2 – Contract Data C1.3 - Form of Guarantee C1.4 – Agreements in Terms of OHSA (<i>Act 85 of 1993</i>) C1.5 – Agreements in Terms of MHSA (<i>Act 72 of 1997</i>) Part 2: Pricing data C2.1 - Pricing instructions C2.2 - Bill of Quantities C2.3 – Summary of Bill of Quantities and Tender Sum Calculations Part 3: Scope of work C3 - Scope of work Part 4: Site information C4 - Site information	
F.1.4	The Employer's agent is:	
	Name:	Phecron Engineering Group Pty Ltd
	Capacity:	Engineer
	Address:	24 Pretorius Street, Welkom,9459
	Tel:	+27 76 726 4112
	Fax:	-
	E-mail:	<u>bids@phcron.co.za</u>
F.2.1	Only those tenderers who are registered with the CIDB, or are capable of being so registered within 10 working days from the closing date for submission of tenders, in a contractors' grading designation equal to or higher than a contractor grading designated in accordance with the sum tendered for a Civil Engineering (CE) class of construction work, are eligible to submit tenders. Joint ventures are eligible to submit tenders provided that: - every member of the joint venture is registered with the CIDB within 10 days from the closing date for tenders; - the lead partner has a contractor grading designation for the class of construction work being applied for; - the combined contractors grading designation calculated in accordance with the Construction Industry Development Regulation is equal to or higher than a contractor grading designation determine in accordance with the sum tendered for a 6CE or higher class of construction work determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.	
F.2.2.1	The employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.	

F.2.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
F.2.12	Alternative tender offer permitted: Yes ☐ No ☒
F.2.10	a) The Valued Added Tax (VAT) rate shall be 15% or as otherwise provided for by legislation. b) The successful Tenderer shall be required to produce a VAT invoice that shall only be prepared once measurements and valuations for work done in terms of the contract offer have been agreed with the Employers agent and a certificate of payment issued. Payment of VAT to previously non-VAT vendors shall be processed from the month in which the Tenderers liability with the South African Revenue Services is effective.
F2.11	A Tender offer shall not be considered if alterations have been made to the forms of tender data or contract data (unless such alterations have been duly authenticated by the Tenderer) or if any particulars required therein have not been completed in all respects.
F.2.13.1	The Tenderer may not make an offer for only part of the services as defined in the Scope of Work.
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, with no additional copies.
F.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1. The address is Mestimaholo Local Municipality, Municipal Building, 10 Fichardt Street, Sasolburg
F.2.15	The closing time for submission of Tender Offers is: 11:00 Hrs on – 09 NOVEMBER 2026 , Telephonic, telegraphic, telex, electronic or emailed tenders will not be accepted.
F.2.16	The tender offer validity period is 90 days
F.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.

F.2.23 Returnable Documents

The following certificates/documents must be provided with the tender:

Compulsory Returnable

Failure to comply with the below terms and conditions will deem your bid to be disqualified.

Bidders must keep a copy of a completed excel spreadsheet BOQ which may be required during the evaluation processes

RETURNABLE DOCUMENTS:

COMPLIANCE REQUIREMENTS		
NO	RETURNABLE	NOTES
1	A copy of a CSD summary report OR CSD number	CSD full report or summary report OR CSD number. Municipality may not make any award to a person whose tax matters are not complaint with SARS, please note that tax compliance will be verified before any award.
2	Proof of company registration documents with the Director's details must be attached OR Proof of Identity Document (ID) Copy for a sole proprietorship must be attached OR Proof of Partnership Agreement for partnership must be attached.	- The company registration documents must indicate the company and director's details OR - Identity Document (ID) Copy for a sole proprietorship OR - Partnership Agreement **In a case where the Director has changed names, proof of name change must be attached, e.g. Marriage Certificate
3	Fully completed MBD forms	- Fully completed manually in handwriting and in black ink pen. - Signed by hand in black ink pen.
4	Completed BOQ	- Completed BOQ in black ink pen - Any item in the BOQ that is not applicable or not completed by the bidder shall be required to be zero-rated (R0.00).

5	Joint Venture Agreement and a calculated status/grading Joint Venture Agreement (Must indicate the lead partner, if the bidders grading is not the same the lead partner must have the higher grading)	• If applicable submit a complete and signed JV agreement. • JV agreement stating who the lead partner is with the shared percentages. • Note: JV agreement must be as per CIDB regulation of 2001 regulation 25 (5)(a),(b) and (6)
6	Fully completed and signed MBD 5 form for bidders quoted over R10 million (Submitted annual financial statements that are audited as per Audit Report Reviewed/ Compile AFS will not be accepted)	• Submit Audited Financial Statements if required by law. Submit audited financial statements for the past 3 years or since the date of establishment if established within the past 3 years. Audited Financial Statements signed by the CA/RA/PR Accountant & Director of the company (MBD 5 form)
	• NB! The following documents will not be accepted on ITEM 7; 8 AND 9: Affidavits; Address confirmation letter; invoices from the body corporates or agents, rates, and taxes of the lessor where the rented premises address does not match the addresses on the Company registration document (without a lease agreement, will not be accepted) and municipal tender / rates clearance letter	
7	Latest Municipal rates and taxes account for the COMPANY AND DIRECTORS/TRUSTEES/ MEMBERS/SHAREHOLDERS. • NB! Submit September / October or November 2026 municipal rates & taxes statement	• Submit September 2026 / October 2026 or November 2026 municipal rates & taxes statement • The submitted account must not be in arrears for more than 3 months. • In case where the Municipal rates and taxes Statement submitted is not in the company/Directors/Trustees/Members/Shareholders name/s, ONLY MUNICIPAL rates and taxes where the address of the Municipal Rates and Taxes statement matches the address on the company registration documents will be accepted) if not in arrears for more than 3 months.
8	In the event of a tenant renting a lease agreement MUST be attached for the COMPANY AND DIRECTORS/TRUSTEES/ MEMBERS/SHAREHOLDERS	The lease agreement must include the following: • A valid copy of the lease agreement must be signed by (both Lessor and lessee). • The lease agreement must indicate dates of commencement and expiry or duration. • In a case where the lease agreement has expired and there is a clause indicating an automatic renewal, the original lease agreement and a confirmation letter signed by Lessor must be attached. • In the occasion where the lease agreement has expired the original lease agreement AND extension must be attached with commencement and expiry dates or duration

	Note: If the company registration document's listed physical address is the same for the Company and the Director, One Valid lease agreement or the municipal rates and taxes statement, with a matching address will be accepted for both Company & Director.	
9	Municipal rates and taxes for bidders who are from the rural areas for the COMPANY AND DIRECTORS/TRUSTEES/MEMBERS/SHAREHOLDERS.	If the bidder is from the rural area a letter from the municipality that the area is not liable to pay municipal rates and taxes OR a signed letter from the chief indicating that the bidder is from that rural/tribal area.
10	Form of offer	- Fully completed manually in handwriting and in black ink pen. - Signed by hand in black ink pen.
11	CIDB Grading	Copy of company CIDB Grading designation 6CE or Higher showing active registration. The active registration will be verified during bid evaluation.
12	COIDA Registration	Valid COIDA registration under Building/ Civil works/ Roads/ Construction.
13	All risk insurance	Attach a copy of Contractors All Risk (C.A.R) insurance
14	Bank Guarantee/Performance guarantee of minimum of R1,500,000.00 (not older than 3 months calculated from tender closing date)	- Contractor to attach a bank guarantee of minimum of R1,500,000.00 value or - Attach a performance bond guarantee underwritten by the list of FSCA accredited insurers at a minimum of R1,500,000.00

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

F.3.11.3 (a) Functionality will include the following:

ITEM	DESCRIPTION	WEIGHT
1	COMPANY EXPERIENCE A signed appointment letter or an official order or instruction notes with corresponding completed, signed & stamped Metsimaholo LM reference forms for completed projects	50
2	QUALIFICATIONS & SKILLS OF KEY TEAM MEMBERS	20
3	CONSTRUCTION PLANT - Vehicle Registration Certificate registered under the company name or company director/(s) name OR - Signed letter of intent or signed confirmation letter or signed lease agreement on the rental's company letterhead.	30
TOTAL		100
Bidders must obtain a minimum of <u>70 points</u> for functionality for further evaluation		

Bidders must obtain a minimum of 70 points for functionality for further evaluation. The recommended bidders company personnel and completed projects will be verified before appointments can be finalised. Fake/Fraudulent attachments may result in non- allocation of points for the bidder.

Functionality Returnables:

Refer to Part T2.1 of this Procurement Document for a list of all additional documents that are to be returned with the tender.

Key aspect of criterion	Basis for points allocation	Max.	Verification Method
Experience of the Bidder in Road Construction Works NB##	Five (5) and above Completed (Construction of Roads projects) completed from 2016 upwards , with a construction value not less than R10 million for each project.	50	Appointment Letter (as the main contractor) & corresponding Metsimaholo reference form for similar projects.

<u>All attached projects will be verified via email/ site visit. Non-responsiveness of client will deem the attached project with zero points.</u>	Four (4) Completed Construction of Roads projects. completed from 2016 upwards , with a construction value not less than R10 million for each project.	40	•A minimum of two projects must be submitted from a State/Government/ SOE. Non-submission of a state projects will render any submission for experience as non-responsive, and Zero (00) point will be allocated for Company experience. No sub-contracting will be accepted. Panel appointments with no instruction or order appointment on a project will not be accepted.
	Three (3) Completed Construction of Roads projects. completed from 2016 upwards , with a construction value not less than R10 million for each project.	30	
	Two (2) completed Construction of Roads projects completed from 2016 upwards with a construction value not less than R10 million for each project.	20	
COMPANY KEY PERSONNEL	MAX. 20 POINTS		
Contracts Manager or equivalent	Personnel (x1) - is required to attach a degree qualification or higher in the Built environment and have project construction experience. NB: Submit CV/ Completed Personnel Form and copies of Qualifications.	8 Points 4 Points 0 Points	Copy of Qualification, CV or completed personnel form. NB!!! In the event that the bidder intends to replace any of the provided personnel, such a change must be approved by the Employer's Agent. The bidder must supply replacement personnel with comparable qualifications and experience.
Site Agent/ Manager	Personnel (x1) - Attach a NQF L6 or Higher in the Built environment/ Project management and have project Built-in Environment experience NB: Submit CV/ Completed Personnel Form and copies of Qualifications	6 Points 3 Points 0 Points	

Foreman	Personnel (x1) - is required to have projects construction experience Built-in Environment projects NB: Submit CV/ Completed Personnel Form and copies of Qualifications	3 Points 1 Point	
Safety Officer	Safety officer with NQF L5 or Higher in Safety Management Certificate with experience. NB: Submit CV/ Completed Personnel Form and copies of Qualifications	3 Points 1 Point	
Plant and equipment for Road Construction Tenderer to submit proof of vehicle registration ownership under the director/company for the following plant (Full points per plant 06) or Signed letter of intent to lease or confirmation letter from the rental company letterhead clearly listing all the plant to be leased or signed lease agreement clearly listing all the plants to be leased. (Half points per plant 03)	Tenderer to submit proof of ownership or access to the following plant: Grader Roller (smooth or grid roller) Watercart Excavator/TLB 1 x 6m3 Tipper trucks (minimum)	(30)	To claim points Bidders must submit proof of ownership or access to the required plant and equipment which will be verified as follows: (see Note 1 below.

The recommended bidders company personnel and completed projects may be verified before appointments can be finalised. Misrepresentation of information will lead to disqualification of the bidder, and the bidder can be blacklisted on National Treasury database

COMPLETE PERSONNEL FORM OR SUBMIT CV

PERSONNEL	NAME & SURNAME	ID NUMBER	NAME OF PROJECT	PROJECT VALUE	DURATION OF PROJECT
Contracts Manager or equivalent			1.		
			2.		
			3.		
			4.		
			5.		
			6.		
Site Agent/ Manager			1.		
			2.		
			3.		
			4.		
			5.		
			6.		
Foreman			1.		
			2.		
			3.		
			4.		
			5.		

			6.		
Safety Officer			1.		
			2.		
			3.		

METSIMAHOLO REFERENCE FORM

TO: METSIMAHOLO LOCAL MUNICIPALITY

I, the undersigned being duly authorized to do so, hereby furnish a reference to Metsimaholo Local Municipality relative to bid **MLM 01/2026/27** for the: **Appointment of a 6 CE or higher CIDB registered contractor for the Construction of 1.52km paved roads and stormwater drainages in ward 2.**

Name of the Municipality/ client	
Name of the company tendering	
Project Name	
Project Contract/Tender Number	
Contract Value	
Description of Scope of work	

Below questioner to be completed in full by the client only

1. Was their project completed satisfactory?	Yes / No
<i>If No, please furnish details:</i>	
2. Was the project constructed as per the approved scope of work?	Yes / No
<i>If No, please furnish details:</i>	
3. Was the project completed within the approved timeframe?	Yes / No
<i>If No, please furnish details:</i>	
4. Would you recommend this contractor for similar work	Yes / No
<i>If No, please furnish details:</i>	

Name of authorized person:

Signature:

Position

E-mail:.....

Telephone:

Date:.....



Completed on behalf of (Name of Institution)

.....

NB: This document must be completed in full and stamped by the referee must be included in the bid submission. Failure to adhere to this requirement will result in the bidder not getting points



TENDER NO: MLM 01/2026/27: CONSTRUCTION OF 1.52KM PAVED ROADS AND STORMWATER DRAINAGES IN ZAMDELA WARD 2

Name of authorized person: Position

Signature:

Telephone:

E-mail:

Date:

Completed on behalf of (Name of Institution)

.....

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submission. Failure to adhere to this requirement will result in the bidder not being allocated points

OFFICIAL INSTITUTION STAMP

NOTES:

- The verification of the functionality experience deadline will be a maximum of 5 working days.
- The bidder can obtain two referees or one for the completeness of the reference form. This is to assist the bidder to obtain responses on verification of functionality experience, if one referee is unable to respond then there is an option of a second referee. It is upon the bidder to request the client to complete both or only one person from the client.

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<i>If No, please furnish details:</i>	

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Signature:

Position

E-mail:.....

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Signature:

Telephone:

E-mail:

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Signature:

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E-mail:.....

Telephone:

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Signature:

Telephone:

E-mail:

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Signature:

Position

E-mail:.....

Telephone:

Date:.....



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<i>If No, please furnish details:</i>	
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<i>If No, please furnish details:</i>	

Name of authorized person:

Signature:

Position

E-mail:.....

Telephone:

Date:.....

OFFICIAL INSTITUTION
STAMP

Completed on behalf of (Name of Institution)

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Signature:

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E-mail:

Date:

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F.3.4.1	The location for opening of the tender offers, immediately after the closing time thereof shall be at 11:00 AM 09 November 2026 in the Metsimaholo Local Municipality. Municipal Building, 10 Fichardt Street, Sasolburg.
F.3.4.2	Tenders will be opened in public soon after closing time and recording of received documents but not later than 11:00 at the Tender office. Tenderers' names and total prices, where practically possible will be read out
F.3.5	A two-envelope system will not be used.
F.3.8.2	The Employer shall reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of non-conforming deviation or reservation.
F.3.11	Tenders will be evaluated for Functionality. Tenderers who qualify for Functionality will be evaluated further for Price and Preference only. Points for Functionality will not contribute to further evaluation. Tenderers who do not qualify will not be evaluated further. Functionality will be scored out of 100 points. A Tenderer who scores less than 75 points will automatically be disqualified. The 80/20 evaluation criteria will be used where Price will be allocated 80 points and Preference will be scored out of 20 points.
F.3.11.1	The procedure for evaluation of responsive Tender Offers will be Method 4: Financial Offer, Functionality and Preferences. The responsive tender with the highest total points as defined below is the preferred tender
F.3.11.2	The financial offer will be scored in terms of Formula 2, Option 1 of Table F.1 of SANS 294:2004, which reads as follows: $Nfo = W1 \times A$ Where: Nfo = number of tender evaluation points awarded for the financial offer; W180 points for rand value less than R50 000 000.
	Tender offers will only be accepted if: a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) b) the tenderer is in good standing with SARS according to the Central Supplier Database; c) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement document d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; f) the tenderer has not: i. abused the Employer's Supply Chain Management System; or ii. failed to perform on any previous contract and has been given a written notice to this effect;

	g) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; h) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; i) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
--	--

NB: THE MUNICIPALITY RESERVES THE RIGHT TO VERIFY THE SUBMITTED FUNCTIONALITY DOCUMENTS

F.3.17	The number of paper copies of the signed contract to be provided by the employer to the successful tenderer is one.



METSIMAHOLO LOCAL MUNICIPALITY

BID NO: MLM 01/2026/27

**CONSTRUCTION OF 1.52KM PAVED ROADS AND STORMWATER DRAINAGES IN
ZAMDELA WARD 2**

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

The Tender Document must be submitted as a whole. All forms must be properly completed as required, and the document shall not be taken apart or altered in any way whatsoever.

All the certificates and forms to be provided with the tender are listed in the Tender Data under F2.23: Certificates, and under the returnable schedules and forms in T2.2 hereafter.

The list of returnable documents comprises the following:

1. Pre-qualification documents; Proof of subcontracting of a minimum of 30% to an EME or QSE which is at least 51% black owned.
2. All the certificates listed in the Tender Data under F2.23: Certificates;
3. All the returnable schedules and forms listed in T.2.1: Returnable Schedules Required for Tender Evaluation Purposes;
4. All the returnable documents listed in T2.2: Preferential Procurement Schedules and Affidavits that will be incorporated into the Contract;
5. All the agreements and forms listed in T2.3: Forms to be completed by Successful Tenderer;
6. All the forms and agreements in the Contract Data in C1.2, where some of the forms (agreements) need to be completed only by successful Tenderer;
7. Pricing Data in C2.2: Bill of Quantities.

T2.2 RETURNABLE SCHEDULES

Schedule A	Municipal Bidding Documents
Schedule B	Record of Addenda to Tender Documents
Schedule C	Certificate of Authority
Schedule D	Compulsory Enterprise Questionnaire
Schedule E	Plant and Equipment

NOTE: The Tenderer is required to complete each and every schedule and form listed above to the best of his ability, as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is not responsive.



TENDER NO: MLM 01/2026/27: CONSTRUCTION OF 1.52KM PAVED ROADS AND STORMWATER DRAINAGES IN ZAMDELA WARD 2

SCHEDULE A: MUNICIPAL BIDDING DOCUMENTS

MBD1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE METSIMAHOLO LOCAL MUNICIPALITY					
BID NUMBER:	MLM 01/2026/27	CLOSING DATE:	09 NOVEMBER 2026	CLOSING TIME:	11H00
DESCRIPTION	THE APPOINTMENT OF SERVICE PROVIDER FOR CONSTRUCTION OF 1.52KM PAVED ROAD AND STORMWATER DRAINAGES IN ZAMDELA WARD 2.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN A BOX SITUATED AT (STREET ADDRESS)					
Metsimaholo Local Municipality					
No. 10 Fichardt Street					
Finance Building					
Ground Floor					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No

	☐ 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		N/A	N/A
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	CONTACT PERSON	Nolundi Gulukunqu
CONTACT PERSON	S Motsei	TELEPHONE NUMBER	016 973 8414
TELEPHONE NUMBER	016 973 8743	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

MBD1

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION: 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

MBD 4

DECLARATION OF INTEREST

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

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

- 3.1 Full Name of bidder or his or her representative:
- 3.2 Identity Number:
- 3.3 Position occupied in the Company (director, trustee, hareholder²):
- 3.4 Company Registration Number:
- 3.5 Tax Reference Number:
- 3.6 VAT Registration Number:

CSD NUMBER:

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

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

- 3.8.1 If yes, furnish particulars.

.....

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

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

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

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

3.9.1 If yes, furnish particulars.....
.....

3.10 Do you have any relationship (family, friend, other) with persons?
in the service of the state and who may be involved with
the evaluation and or adjudication of this bid? YES / NO

3.10.1 If yes, furnish particulars.
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any
persons in the service of the state who may be involved with the evaluation and or
adjudication of this bid? YES / NO

3.11.1 If yes, furnish particulars
.....
.....

3.12 Are any of the company’s directors, trustees, managers, principal shareholders or
stakeholders in service of the state? YES / NO

3.12.1 If yes, furnish particulars.
.....
.....

3.13 Are any spouse, child or parent of the company’s directors, trustees, managers,
principle shareholders or stakeholders in service of the state? YES / NO

3.13.1 If yes, furnish particulars.
.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. YES / NO

3.14.1 If yes, furnish particulars:

.....

Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Number	Employee

NB: If a supplier does not declare their interest correctly on the MBD4 Forms, then they will not be selected for any awards.

Should it come to light that a false declaration was made by the bidder after the municipality had awarded the bid, the contract must be immediately suspended and payments made, recovered. False declarations by bidders can be viewed as a criminal offence and charges must be laid by the municipality with the South African Police Services for further investigation. Details will be reported to Council at its next meeting and information contained in the Annual Report of the municipality.

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

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

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

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

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

.....

.....

2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

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

2.2 If yes, provide particulars.

.....

.....



TENDER NO: MLM 01/2026/27: CONSTRUCTION OF 1.52KM PAVED ROADS AND STORMWATER DRAINAGES IN ZAMDELA WARD 2

.....

.....

* Delete if not applicable

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

***YES/NO**

- 3.1 If yes, furnish particulars

.....

.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

***YES / NO**

- 4.1 If yes, furnish particulars

.....

.....



CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT

REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state

The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS (LOCALITY)	20
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

80/20 or 90/10

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

Where;

P_s = Points scored for price of bid under consideration

P_t = Price of tender under consideration

$P_{\min}$ = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 $P_{\max}$ = Price of highest acceptable tender

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

- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Locality	20	

Points Allocation

Location	Points Allocation
Bidder that is within the boundaries of the Metsimaholo Local Municipality	20
Bidder that is within the boundaries of the Fezile Dabi District Municipality	15
Bidder that is within the boundaries of the Free State Province	10
Bidder that is Outside the boundaries of the Free State Province	5

Proof of locality

The following must be submitted for proof of locality:

- Municipal account in the name of the bidder not older than 90 days or
- A valid copy of lease agreement signed by both parties, where the bidder is the lessee, or
- SARS tax pin document
- An official letter from the bank or bank statement indicating the registered business address of the bidder
- Bidders from rural areas a letter from the municipality that the area is not liable to pay municipal rates and taxes OR a signed letter from the chief indicating that the bidder is from that particular rural/tribal area.

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company

☐ State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

COMPANY ADDRESS

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

4.7.1	If so, furnish particulars:
-------	-----------------------------

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf

Of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

MBD 9

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

SCHEDULE B: RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communication/s, amending the tender documents, received from the Employer or his representative before the closing date for submission of this tender offer, have been taken into account in this tender offer.

ADD. No	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		
6		
7		
8		

SIGNATURE:

SCHEDULE C: CERTIFICATE OF AUTHORITY

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

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(i) CERTIFICATE FOR COMPANY

I, ..., Managing Director of the Board of Directors of, hereby confirm that by resolution of the Board (copy attached) taken on 20....., Mr/Ms, acting in the capacity of, was authorized to sign all documents in connection with this tender and any contract resulting from it, on behalf of the company.

Managing Director:

(ii) CERTIFICATE FOR CLOSE CORPORATION

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

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

NAME	ADDRESS	SIGNATURE	DATE

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

(iii) CERTIFICATE FOR PARTNERSHIP

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

.....

hereby authorize Mr/Ms acting in the capacity of to sign all documents in connection with this tender and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

(iv) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms authorized signatory of the company, ... acting in the capacity of lead partner, to sign all documents in connection with this tender offer and any contract resulting from it, on our behalf. This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORIZING SIGNATURE, NAME AND CAPACITY
(Lead partner)		

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

(v) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of Sole owner:

REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

Important note to Tenderer:

Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and in T2.1, must form part of this submission either separately as separate bunch of supporting documents or at the end of the this bid document and must be properly referenced.

SCHEDULE D: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. **In the case of a Joint Venture, separate enterprise questionnaires in respect of each partner must be completed and submitted. The questionnaires for the other partners must be inserted after this questionnaire.**

- Section 1: Name of enterprise:
- Section 2: VAT registration number:
- Section 3: CIDB registration number:
- Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

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

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (Tick appropriate column)	
		current	Within last 12 months

Insert separate page if necessary

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

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

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

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

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

Insert separate page if necessary

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

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

Signed _____ Date _____

Name _____ Position _____

Enterprise Name _____

SCHEDULE E: PLANT AND EQUIPMENT

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

- (a) Details of major equipment that is owned by me / us and immediately available for this contract (Tenderer to provide proof of ownership of plant. Failure to do so will render the tender non-responsive and will be rejected).

DESCRIPTION (type, size, capacity etc)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

- (b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is accepted (Tenderer to provide proof of such arrangement. Failure to provide proof will render the tender non-responsive and will be rejected)

DESCRIPTION (type, size, capacity etc)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

SIGNATURE:

ATTACH THE PLANT AND EQUIPMENT LIST/S HERE.SCHEDULE F: EXPERIENCE OF TENDERER

The following is a statement of work of similar nature recently successfully executed by myself / ourselves:

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED
EMPLOYER	CONSULTANT			
CONTACT	CONTACT			
TEL	TEL			
CELL	CELL			
FAX	FAX			
EMPLOYER	CONSULTANT			
CONTACT	CONTACT			
TEL	TEL			
CELL	CELL			
FAX	FAX			
EMPLOYER	CONSULTANT			
CONTACT	CONTACT			
TEL	TEL			
CELL	CELL			
FAX	FAX			
EMPLOYER	CONSULTANT			
CONTACT	CONTACT			
TEL	TEL			
CELL	CELL			
FAX	FAX			
EMPLOYER	CONSULTANT			
CONTACT	CONTACT			
TEL	TEL			
CELL	CELL			
FAX	FAX			

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

ATTACH A SEPARATE LIST IF THE SPACE PROVIDED IS NOT SUFFICIENT. THE LIST MAY BE ATTACHED AT THE END OF THE TENDER DOCUMENT OR IN A SEPARATE BUNCH AND PROPERLY REFERNCED.

(Ensure all telephone and fax numbers are included as in previous list)



METSIMAHOLO LOCAL MUNICIPALITY

BID NO MLM 01/2026/27

**CONSTRUCTION OF 1.52KM PAVED ROADS AND STORMWATER DRAINAGES IN
ZAMDELA WARD 2**

THE CONTRACT

PART C1 : AGREEMENTS AND CONTRACT DATA
PART C2 : PRICING DATA
PART C3 : SCOPE OF WORK

PART 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 in respect of the following works:

BID NUMBER MLM 01/2026/27: CONSTRUCTION OF 1.52KM PAVED ROADS AND STORMWATER DRAINAGES IN ZAMDELA WARD 2

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

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

The offered total of the prices inclusive of Value Added Tax is:

R

(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 to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature:(of person authorized to sign the tender):

Name: (of signatory in capitals):

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

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

Address:
.....
.....
.....

Telephone number: Fax number:

Cell phone number:

Witness:

Signature:

Name: (in capitals):

Date:

ACCEPTANCE

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract as set out in the General and Special Conditions of Contract, and 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 1 Agreement and Contract Data, (which includes this Agreement)

Part 2 Pricing Data, including the Bill of Quantities

Part 3 Scope of Work

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorized representatives of both parties.

The Tenderer shall deliver the Guarantee in terms of Clause 7 of the General Conditions of Contract 2004 within the period stated in the Contract Data, and he shall, immediately after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives the fully completed original 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:

Name:

Capacity: **Municipal Manager**

For: **METSIMAHOLO LOCAL MUNICIPALITY**
10 FICHARDT STREET, SASOLBURG, 4800

Witness:**Name:**

Date:

SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

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

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

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

1. Subject:

Details:

2. Subject:

Details:

3. Subject:

Details:

4. Subject:

Details:

5. Subject:

Details:

6. Subject:

Details:

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender

Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

FOR THE TENDERER:

Signature:

Name:

Capacity:

Witness:..

Name:

Date:

FOR THE EMPLOYER:

Signature:

Name:

Capacity:

Witness:..

Name:

Date:

C1.2 CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works –3rd Edition 2015, Third print", issued by the South African Institution of Civil Engineering. (Short title: "General Conditions of Contract 2015").

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under "Contract Specific Conditions".

CONTRACT SPECIFIC CONDITIONS

1. GENERAL

These Contract Specific Conditions (CSC) form an integral part of the Contract. The Contract Specific Conditions shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered "CSC" followed in each case by the number of the applicable clause or sub-clause in the General Conditions of Contract 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

2. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

CSC 1.1.2 DEFINITIONS, INTERPRETATIONS AND GENERAL PROVISIONS

Add the following definitions:

"Labour-based Construction" means the effective employment of appropriate technologies and labour-intensive construction methods on projects specifically designed to maximize the workforce with limited use of machines.

"Community" shall mean all persons deemed to reside in the immediate vicinity of the project.

CSC1.10 Add the following Sub-Clause 1.10:

Training will be provided by the employer through various training providers. Training will be theoretical and practical and will be conducted in class rooms and on site. No separate payment of any nature will be made to the contractor for attendance of training sessions by the contractor or the contractor's staff. The Construction Project Manager will program and manage all training to ensure limited disruption to the contractors and the overall project.

CSC 2.3 Specific Approval of the Employer required

The Employer's Agent has to obtain specific approval or consent from the Employer for the decisions in the following clauses:

Clauses 6.2, 6.6, 3.2.1, 3.2.4, 4.7, 8.2.2.2, 6.3.2, 6.4.1.4, 5.8.1, 5.11.1, 5.11.3, 6.6.1, 2.2.3, 6.10, 6.11, 5.14.1, 5.16.1, 7.8.2.2, 5.7.3 and 7.8.2.

CSC 4.3 Compliance with applicable laws

CSC 3.2.4 Health and Safety

Add the following:

"The Occupational Health and Safety Act No. 85 and Amendment Act No 181 of 1993 and the Construction Regulations 2014 will in all respects be applicable to this contract."

CSC 4.4 Payment to subcontractor

Add the following:

"The above-mentioned procedure shall adhere to the **Preferential procurement regulations, 2011, pertaining to the Preferential Procurement Policy Framework Act, Act No. 5 of 2000, published by National Treasury on 1 December 2011** and to any prescribed regulations of the FREESTATE Provincial Government pertaining to procurement.

CSC 5.7 PROGRESS OF THE WORKS

Add the following to Sub-Clause 5.7 :

Delete the last sentence and add the following:

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 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.

The Employer will conduct a review on the performance of Contractor, the review will be conducted upon the contractor reaching 25%,50%,75% and 100% in terms of work done. The Contractor will receive the scorecard assessing his performance throughout the duration of the contract.

CSC 6.4 VARIATIONS

Add the following to the end of the clause:

"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.

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.

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."

CSC 6.8.2: CONTRACT PRICE ADJUSTMENT SCHEDULE

Paragraph 1

Adjust the definitions of "L", "P", "M" and "F" in the 4th to the 7th subparagraphs with the following:

Definition of "L":

Insert "(Consumer Price Index)" after "P0141.1" in the third line

Insert "(Consumer Price Index and Percentage Change according to Urban Area)" after "Table 21" in the third line

Definition of "P":

Insert "(Production Price Index)" after "P0142.1" in the second line

Insert "(Production Price Index for Selected Materials, item 'Civil Engineering Plant')" after "Table 16" in the second line

Definition of "M":

Insert "(Production Price Index)" after "P0142.1" in the second line

Insert "(Production Price Index for Materials used in Certain Industries, item 'Civil Engineering Plant')" after "Table 15" in the second line

Definition of "F": *Insert "(Production Price Index)" after "P0142.1" in the second line*

Insert "(Production Price Index for Selected Materials, item Diesel Oil – Coast and Witwatersrand)" after "Table 16" in the second line

[Note: The indices are obtainable in www.statssa.gov.za. The latest indices for L (certain urban areas only), P, M and F, are more readily obtainable in www.safcec.org.za under "CPAF Indices"]

Paragraph 2 : Assessment of Amount subject to Adjustment: *Add the following to the paragraph defining "E":*

"Where the amount is based on current costs de-escalated to the base month, or where daywork is calculated at rates tendered in a daywork schedule, the costs shall not be included in the value of "E".

CSC 6.10.4 RIGHT TO WITHHOLD PAYMENT CERTIFICATE

Add the following to the last sentence of Clause 6.10.4:

"..., dated as at the date of delivery of the Contractor's statement to the Employer's Agent."
Add the following to Clause 6.10.4:

"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 4.10.2 and has submitted any other documentation that may be requested by the Employers Agent, and as described in the Scope of Work."

CSC 7.5.1 QUALITY MATTERS

Add the following to Clause 7.5.1:

"The Contractor shall give notice to the Employer's Agent at least 72 hours' notice for the inspection of the works."

C1.2.2 CONTRACT SPECIFIC DATA

This Contract will be based on the "General Conditions of Contract for Construction Works 3RD Edition 2015", issued by the South African Institution of Civil Engineering. (Short title: "General Conditions of Contract 2015").

The above-mentioned General Conditions of Contract for Construction may be inspected at the offices of the Employer or the offices of the Employer's Agent. Tenderers shall obtain their own copies from the South African Institute of Civil Engineering

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under "Special Conditions of Contract".

PART 1: DATA PROVIDED BY THE EMPLOYER

Ref. Clause	Data provided by the Employer
1.1.1.13	The defect liability is 12 months , a time measured from the date of the certificate of Completion
1.1.1.15	The Employer is Metsimaholo Local Municipality
1.1.1.16	The Engineer is the firm Phecron Engineering Group (pty) Ltd.
1.2.1	The Employer's address for receipt of communications is: Telephone: +27 16 973 8414 E-mail: lundi@metsimaholo.gov.za Address (Physical): 10 Fichardt Street, Sasolburg, 1947 The Engineer's address for receipt of communications is: Telephone: +27 76 726 4112 E-mail: bids@phecron.co.za Address (Physical) 24 Pretorius Street, Welkom, 9459
1.3.2	The governing law is the law of South Africa.
3.2.3	The Engineer is required to obtain the specific approval of the Employer for Any expenditure in excess of the Tender Sum plus 10% contingencies..
3.2.5	Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Employer's Agent (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances.
4.3.3	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. 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 An agreement is included in the Contract Document (Part C1.4 in Agreements and Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a

	licenced compensation insurer) within fourteen (14) days after the Commencement insure Date. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.
5.3.1	The documentation required before commencement with Works execution are: • Health and Safety Plan (Refer to Clause 4.3) • Initial programme (Refer to Clause 5.6)(In PDF,MS project 2019) • Security/Perfomance guarantee (Guarantor must have valid FSP number)(Refer to Clause 6.2) • All-risk Insurance (Insurer must have valid FSP number) (Refer to Clause 8.6) • Personnel Curriculum Vitae • Construction Methodology • Quality Management plan
5.3.2	The time to submit the documentation required before commencement with Works execution is 14 days.
5.4.2	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.
5.8.1	All days shall be regarded as working days exluding stated special non-working days The non-working days are Sundays. The special non-working days are: a) All gazetted public holidays falling outside the year end break. b) The year-end breaks (all dates inclusive to the yearend breaks) commencing on or around 16 December and ending on or around 7 January.
5.12.2.2	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. 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 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. January 13 days February 10 days March 9 days April 5 days

	May 2 days June 1 days July 1 days August 1 days September 3 days October 8 days November 12 days December 15 days Claims for delays for abnormal climatic conditions shall be accompanied by 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. 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.
5.13.1	The penalty for failing to complete the Works is R 5 000.00 Monetary value per day.
5.14.1	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: • Full access to the completed works by the Employer.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80% percentage.
6.10.3	The limit of retention money is 10%
8.6.1.1.2	All insurances are to be effected by the Contractor. All insurances are to be effected by the Contractor The value of the materials supplied by the Employer to be included in the insurance sum is: Nil.
8.6.1.1.3	The amount to cover the professional fees for repairing damage and loss to be included in the insurance sum is 20% of Contract sum.
8.6.1.3	The amount for the Coupon policy for special risks is The Contract Value
8.6.1.3	The limit of indemnity for liability insurance is R10 million.
6.8.2	Contract price adjustment is <i>NOT</i> applicable to this Contract.
6.8	Price adjustments for variations in the costs of special materials is Not applicable
7.0	Maximum allowable Variation Order is 20%. Any amount higher will effect section 116 procedure

TENDER NO: MLM 01/2026/27: CONSTRUCTION OF 1.52KM PAVED ROADS AND STORMWATER DRAINAGES IN ZAMDELA WARD 2

7.1	Project duration is estimated at 15 months from day of commencement
7.1.1	Builers Lien will not be applied on this contract

.....
SIGNATURE

C1.2.3 DATA PROVIDED BY THE TENDERER

Clause 6.8.3 of the GCC 2015:

1.1.1.9	The legal name of the Contractor is:
1.2.12	The Physical address of the Contractor is: The Postal address of the Contractor is: The contract details of the Contractor is: Telephone: Fax: Email:

.....
SIGNATURE



C1.3 FORM OF GUARANTEE

BID NO MLM 01/2026/27

WHEREAS **METSIMAHOLO LOCAL MUNICIPALITY** (hereinafter referred to as the Employer") entered into, a Contract with:

.....
(Hereinafter called "the Contactor") on the day of 20.....,
for **CONSTRUCTION OF 1.52KM PAVED ROADS AND STORMWATER DRAINAGES IN ZAMDELA WARD 2.**

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

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

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

1. The Employer shall, without reference and / or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of Rand (in words); R (in figures)
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.
7. We hereby choose our address for the serving of all notices for all purposes arising here from as

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



TENDER NO: MLM 01/2026/27: CONSTRUCTION OF 1.52KM PAVED ROADS AND STORMWATER DRAINAGES IN ZAMDELA WARD 2

IN WITNESS WHEREOF this guarantee has been executed by us at
on this day of 20

Signature

Duly authorized to sign on behalf of

Address
.....
.....

As witnesses:

1

2

C1.4 ADJUDICATOR'S AGREEMENT (Pro Forma only)

To be entered into when required

This agreement is made on the day of between:

..... (Name of company / organisation)

of

..... (address) and

..... (Name of company / organization)

of

..... (address)

(The Parties) and

..... (name)

of

..... (address)

(The Adjudicator).

Disputes or differences may arise/have arisen* between the Parties under a Contract dated

..... and known as.

and these disputes or differences shall be/have been* referred to adjudication in accordance with GCC 2004, Clause 58.3, and the Adjudicator may be / has been* requested to act.

* Delete as necessary

IT IS NOW AGREED as follows:

1. The adjudication shall be conducted in accordance with the rights and obligations of the Adjudicator and the Parties as set out in the Procedure as per Clause 58.3.1 of the GCC 04.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.
6. The Adjudicator shall be paid at the hourly rate of R. in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
7. The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to:
 - (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs.

- (b) Telegrams, telex, faxes, and telephone calls.
- (c) Postage and similar delivery charges.
- (d) Travelling, hotel expenses and other similar disbursements.
- (e) Room charges.
- (f) Charges for legal or technical advice obtained in accordance with the Procedure.

8. The Adjudicator shall be paid an appointment fee of R This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 6 and/or item 7. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
9. The Adjudicator is/is not* currently registered for VAT.
10. Where the Adjudicator is registered for VAT, it shall be charged additionally in accordance with the rates current at the date of invoice.
11. All payments, other than the appointment fee (item 8) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

SIGNED

by: _____

Name:

who warrants that he / she is duly authorized to sign for and on behalf of the first Party in the presence of

Witness _____

Name: _____

Address: _____

Date: _____

SIGNED

by: _____

Name:

who warrants that he / she is duly authorized to sign for and on behalf of the second Party in the presence of

Witness: _____

Name _____

Address: _____

Date: _____

SIGNED

by: _____

Name:

the Adjudicator in the presence of

Witness: _____

Name: _____

Address: _____

Date: _____

* Delete as necessary



METSIMAHOLO LOCAL MUNICIPALITY

BID NO. MLM 01/2026/27

**CONSTRUCTION OF 1.52KM PAVED ROADS AND STORMWATER DRAINAGES IN
ZAMDELA WARD 2**

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS – CIVIL AND STRUCTURAL WORK

1. Measurement and payment shall be in accordance to SANS 1200.
2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kiloliter
km	=	kilometer
km-pass	=	kilometer-pass
kPa	=	kilopascal
kW	=	kilowatt
ℓ	=	liter
m	=	meter
mm	=	millimeter
m ²	=	square meter
m ² -pass	=	square meter-pass
m ³	=	cubic meter
m ³ .km	=	cubic meter-kilometer
MN	=	mega newton
MN.m	=	mega newton-meter
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional Sum
PC sum	=	Prime Cost Sum
R/only	=	rate only
Sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	work day

3. For the purpose of the 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 SANS 1200
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Lump sum:	An agreed amount for an item, the extent of which is described in the Bill of Quantities but the quantity of work of which is not measured in any units.

4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).

TENDER NO: MLM 01/2026/27: CONSTRUCTION OF 1.52KM PAVED ROADS AND STORMWATER DRAINAGES IN ZAMDELA WARD 2

6. The prices and rates in the Bill of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the Works described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
7. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amounts tendered under such items.
8. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
9. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bill of Quantities.
10. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
11. The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the "SANS 1200 as prepared by South African National Roads Agency Limited" and additional Project Specifications as per the Scope of Work.
12. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bill of Quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the Works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such Works, other than plant specifically provided for in the Scope of Work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour -intensive specification in the Scope of Works.
13. Payment for items, which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works), will not be made unless they are constructed using labour-intensive methods. Any unauthorized use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

C2.3

BILL OF QUANTITIES

TENDER NO: MLM 01/2026/27: CONSTRUCTION OF 1.52KM PAVED ROADS AND STORMWATER DRAINAGES IN ZAMDELA WARD 2

METSIMAHOLO LOCAL MUNICIPALITY CONSTRUCTION OF 1,52KM PAVED ROADS AND STORMWATER DRAINAGES IN ZAMDELA WARD2 SECTION A:PRELIMINARY AND GENERAL						
Item No	Payment Ref	Description	Unit	Qty	Rate	Amount
	SANS 1200A	PRELIMINARY AND GENERAL				
1	8.3	FIXED CHARGES				
1.1	PSA 8.3.1	Contractual Requirements	Sum	1		
1.2	8.3.2.1	Facilities required by Engineer:				
1.2.1	PSAB 1.1	Project name board as per drawing detail	No	2		
1.2.2	PSAB1.2	Office buildings	Sum	1		
1.2.3	PSAB2.1	Mobile Communication Devices	Prov Sum	1		R 25 000,00
1.2.4	PSAB2.1	Laptop Computer and Printer , with operating software and applications as specified by the engineer.	Prov Sum	1		R 40 000,00
1.2.5		Percentage mark-up on items 1.2.3 & 1.2.4	%	65000		
1.2.6	PSAB2.2	Survey equipment	Sum	1		R 12 000,00
1.3	8.3.2.2	Facilities required by Contractor				
1.3.1		Offices and storage sheds, workshops and laboratories; Living accommodation, ablution and latrine facilities; Tools and equipment; Water supplies, electric power and communications.Made COVID-19 Safe	Sum	1		
1.3.2		Fixed Charge Item for the preparation of risk assessments that includes COVID-19, safe work procedures, the project H&S File, the COVID-19, H&S plan, the provision of PPE and protective clothing that comply to COVID-19 requirements, and any other H&S,COVID-19 matters that the contractor deems necessary	Sum	1		
1.3.3		Fixed Charge Item for completing and checking the Project H&S,COVID-19 File and handing over to the Client on completion of the works.	Sum	1		
Total Carried Forward						

TENDER NO: MLM 01/2026/27: CONSTRUCTION OF 1.52KM PAVED ROADS AND STORMWATER DRAINAGES IN ZAMDELA WARD 2

Item No	Payment Ref	Description	Unit	Qty	Rate	Amount
Brought Forward						
1.3.4	8.3.3	General responsibilities and other fixed-charge obligations	Sum	1		
1.3.5	8.3.4	Removal of Site establishment on Completion	Sum	1		
2	8.4	TIME RELATED CHARGES				
2.1	PSA 8.4.1	Contractual requirements	Sum	1		
	8.4.2.1	Facilities for Engineer				
		Project name board as per drawing detail	Sum	2		
	PSAB1.1	Office buildings	Sum	1		
	PSAB2.1	Mobile Communication Devices	Sum	1		
	PSAB2.1	Laptop Computer and Printer , with operating software and applications as specified by the engineer.	Sum	1		
	PSAB2.2	Survey equipment	Sum	1		
2.2	8.4.2.2	Facilities for Contractor				
2.3		Operation and Maintenance of contractor's facilities on site for the duration of the construction.	Sum	1		
2.4		Offices and storage sheds,workshops and laboratories; Living accommodation, ablution and latrine facilities; Tools and equipment; Water Supplies, electric power and communications.Made COVID-19 Safe	Sum	1		
Total Carried Forward						

TENDER NO: MLM 01/2026/27: CONSTRUCTION OF 1.52KM PAVED ROADS AND STORMWATER DRAINAGES IN ZAMDELA WARD 2

Item No	Payment Ref	Description	Unit	Qty	Rate	Amount
Brought Forward						
2.5	8.4.3	Supervision for duration of Construction	Sum	1		
2.6	8.4.4	Company and Head Office overhead for the duration of the construction	Sum	1		
2.6	8.4.5	Time Related Item for updating and amending the risk assessments, safe work procedures, the project H&S, COVID-19 File, the COVID-19 H&S plan, the provision of PPE and protective clothing that comply to COVID-19 requirements and any other H&S, COVID-19 matters that the contractor deems necessary	Sum	1		
2.7	8.4.5	Time Related Item for full compliance with all H&S, COVID-19 matters during the construction of the works under the Contract	Sum	1		
2.8	8.4.5	General responsibilities and other time related obligations	Sum	1		
	PSA 8,8	Temporary Works				
2.9	PSA 8.8.4	Dealing with Existing services	Sum	1		
2.10	PSA 8.8.3	Dealing with surface and sub-surface water	Sum	1		
2.11	PSA 8.8.2	Accommodation of Traffic for duration of construction	Sum	1		
2.12	8.8.1	Allow for providing access to all erven and properties	Sum	1		
Total Carried Forward						

TENDER NO: MLM 01/2026/27: CONSTRUCTION OF 1.52KM PAVED ROADS AND STORMWATER DRAINAGES IN ZAMDELA WARD 2

Item No	Payment Ref	Description	Unit	Qty	Rate	Amount
Brought Forward						
3	8.7	DAYWORKS				
3.1	PSA 2	Dayworks				
3.1.1	8.7.1	Labour				
		a) Skilled	hr	10		
		b) Semi-skilled	hr	10		
		c) Un-skilled	hr	10		
3.1.2		Plant				
		Rates shall be deemed to include the cost of transpotation and delivery of plants to site				
3.1.2.1	8.7.2	Tipper Trucks 15m³ (large)	hr	40		
3.1.2.1	8.7.2	LDV 1 Ton	hr	40		
3.1.2.2	8.7.2	Water Tankers 15000 litre	hr	40		
3.1.2.3	8.7.2	Loaders 15 ton large	hr	40		
3.1.2.4	8.7.2	Graders Model 200kw	hr	40		
3.1.2.5	8.7.2	Bulldozers D8 Large	hr	40		
3.1.2.6	8.7.2	Excavators 45 ton	hr	40		
3.1.2.7	8.7.2	TLB 8 ton 4x4 drive	hr	40		
3.1.2.8	8.7.2	Rollers	hr	40		
Total Carried Forward						

TENDER NO: MLM 01/2026/27: CONSTRUCTION OF 1.52KM PAVED ROADS AND STORMWATER DRAINAGES IN ZAMDELA WARD 2

Item No	Payment Ref	Description	Unit	Qty	Rate	Amount
Brought Forward						
3.1.2.9	8.7.2	Compactors(Plate and Wacker)	hr	40		
3.1.10	8.7.2	Concrete Mixers 500 litre	hr	40		
3.1.11	8.7.2	Compressors 250cfm	hr	40		
3.1.12	8.7.2	Waterpumps 100 litres/sec	hr	40		
3.2		Materials:				
		a) Allow provisional sum for materials	Prov Sum	1		R 50 000,00
		b) Allow additional markup to net cost of materials on item 3.2(a)	%	50000,00		
		Special testing of materials and workmanship:				
3.3	PSA 8.5.2	Cost of testing	Prov Sum	1		R 50 000,00
3.3.1	PSA 8.5.3	Percentage mark-up on Item 3.3	%	50000,00		R 50 000,00
Total Carried Forward						

TENDER NO: MLM 01/2026/27: CONSTRUCTION OF 1.52KM PAVED ROADS AND STORMWATER DRAINAGES IN ZAMDELA WARD 2

Item No	Payment Ref	Description	Unit	Qty	Rate	Amount
Brought Forward						
3,4	PSA 8.5	SUMS STATED PROVISIONALLY BY ENGINEER				
	8,5	Environmental Control Officer				
		a) EIA & EMP Compliance	Prov Sum	1		R70 000,00
		b) Allow additional mark up on item	%	R70 000,00		
		Environmental Reinstatement				
		a) Extra environmental reinstatement measures, as ordered by the Engineer	Prov Sum	1		R70 000,00
		b) Borrow pit licencing and rehabilitation	Prov Sum	1		R40 000,00
		c) Percentage mark-up on a) and b)	%	R110 000,00		
	8,5	Training				
		(a) Technical skills	Prov Sum	1		R200 000,00
		(b) Accredited and approved training courses for selected Local and other Labourers including wages during training	Prov Sum	1		R80 000,00
		Sum of item a and b. Contractor's charge to allow for handling costs and profit in respect of subitem (a) &(b)	%	R280 000,00		
		c)Employment of local technicians and artisans as prescribed by municipal policies and PSC	Prov Sum	1		R120 000,00
		Contractor's charge to allow for handling costs and profit in respect of item c	%	R120 000,00		
	8,5	Community Liason Officer(C.L.O)				
		(a) Monthly Salary of Liason Officer	Prov Sum	1		R90 000,00
		(b) Percentage mark-up on item (a) above for contractor's overheads,administration charges and profit	%	R90 000,00		
	8,5	Project Steering Committee (PSC)				
		a) Allowance for PSC Stipend	Prov Sum	50400		R50 400,00
		b) Allow additional markup on item (a)	%	R50 400,00		
TOTAL CARRIED FORWARD TO SUMMARY						

METSIMAHOLO LOCAL MUNICIPALITY

CONSTRUCTION OF 1,52KM PAVED ROADS AND STORMWATER DRAIN



SECTION B: SITE CLEARANCE

Item No	Payment Ref	Description	Unit	Qty	Rate	Amount
2.1	SANS 1200 C	SITE CLEARANCE				
2.1.1	PSC 8.2.1	Clear and grub	ha	1,50		R -
2.1.2	8.2.5	Take down and reinstate existing fence	m	1351,00		R -
2.1.3	8.2.6	Clear hedge or fence or both where not scheduled separately	m	10		R -
2.1.4	PSC 8.2.9	Transport materials and debris to dumping site identified by the Contractor(meeting all statutory requirements to be regarded as a dumping site) and approved by the Engineer.	m3.km	5500		R -
2.2	SANS 1200 C	DEMOLITION OF STRUCTURES				
		All material from demolishing to be transported to a Commercial Dump Site. Demolish the following:				
2.2.1	8.2.7	Cut,dismantle and remove 50mm to 300mm pipes and dispose to a dumping site identified by the Contractor and approved by the Engineer	m	70		R -
2.2.2	8.2.8	Concrete Foundations and slabs to the depth: (a) 200-600mm	m ²	5		R -
2.2.3	8.2.8	Rip existing Asphalt & Surface of thickness not exceeding; (a) 50mm	m ²	25		R -
2.2.4	8.2.8	Existing concrete and brick manholes of depth a)0m - 2m	no	25		R -
	SANS 1200 D					
2.3	8.3.8.1(c)	Excavate by hand in all material to expose existing services as directed by Engineer.				
		a) In roadways	m ³	25		R -
		b) In all other areas	m ³	25		R -
2,4	PSLD 8.2,12	Lowering and Raising of concrete manholes by atleast 1000mm in depth	no	15		R -
2,5	PSD 8.3.8.2c	Relocation of existing services	Prov Sum	1		R 200 000,00
2.5.1		Allow additional markup on item 2.4	%	R 200 000,00		R -
2,6	8.3.10	Topsoliling	m ²	200		R -

TOTAL CARRIED FORWARD TO SUMMARY

METSIMAHOLO LOCAL MUNICIPALITY CONSTRUCTION OF 1,52KM PAVED ROADS AND STORMWATER DRAINAGES IN ZAMDELA WARD 2 SECTION C: EARTHWORKS 						
Item NO	Payment Ref	Description	Unit	Qty	Rate	Amount R
3	SANS 1200 DM	EARTHWORKS (Roads, Subgrade)				
3.1	8.3.2	TOPSOIL				
3.1.1		Remove topsoil (150mm) to stockpile /spoil on site including levelling and spreading as directed by the Engineer	m ³	1920,00		
3.2	8.3.3	TREATMENT OF ROADBED				
3.2.1		Road bed preparation and compaction of material				
3.2.2		(2) Minimum of 97% of modified AASHTO maximum density including windrow	m ³	1880,00		
3.3		EARTHWORKS				
3.3.1	8.3.5	Selected lower subgrade layer (G8 or better quality material) constructed from stockpiled material, compacted to 93% Mod. AASHTO.	m ³	1368,00		
3.3.2	8.3.5	Selected upper subgrade layer (G7 or better quality material) constructed from Borrow pit material, compacted to 95% Mod. AASHTO.	m ³			Rate Only
3.3.3	8.3.5	Selected upper subgrade layer (G7 or better quality material) constructed from imported material/commercial sources, compacted to 95% Mod. AASHTO.	m ³			Rate only
3.3.4	8.3.4(b)	Dumprock, process and compact (from commercial source)	m ³	2352,00		
3.3.5	8.3.7	Cut to spoil or stockpile :				
		b) Intermediate excavation	m ³	8960,00		
		c) Hard excavation	m ³	50,000		
3.3.6	8.3.11	Extra-over items 8,3,2 or 8,3,4 for temporary stockpiling of material	m ³	750,00		
3.4	8.3.2	STORMWATER CHANNELS				
		Excavate in all material for 1,2m wide x 0,09 m deep for V shaped earth stormwater channel				
4	8.3.7	Cut to spoil or stockpile :				
		b) Intermediate excavation	m ³	481,00		
		c) Hard excavation	m ³	15,00		
TOTAL CARRIED FORWARD TO SUMMARY						

METSIMAHOLO LOCAL MUNICIPALITY
CONSTRUCTION OF 1,52KM PAVED ROADS AND STORMWATER



SECTION D: SUB BASE

[illegible]

TENDER NO: MLM 01/2026/27: CONSTRUCTION OF 1.52KM PAVED ROADS AND STORMWATER DRAINAGES IN ZAMDELA WARD 2

CONSTRUCTION OF 1,52KM PAVED ROADS AND STORMWATER DRAINAGES IN						
SECTION E: BASE						
						
Item No	Payment Ref	Description	Unit	Qty	Rate	Amount
5	SANS 1200MF	BASE				
5.1	8.3	Construct gravel subbase 150mm thick as follows:				
5.1.1						
	PSMF 8.3.1	With material from borrow pits and compact to 95% Mod AASHTO (Min G5)	m ³			
5.1.2						
	8.3.2	(1)With material from in-situ and compact to 95% Mod AASHTO (Min G5)	m ³			Rate Only
	8.3.3	(a) With material from commercial sources and compact to 95% Mod AASHTO (Min G5)	m ³	1672		
	8.3.5	Process base material by (d) statibilization and compact to 95% Mod AASHTO	m ³	1672		
	8.3.8	Stabilizing Agent(Cement)	t	102		
CARRY TO SUMMARY						

CONSTRUCTION OF 1,52KM PAVED ROADS AND STORMWATER 						
SECTION F: ROAD SURFACING						
Item NO	Payment Ref	Description	Unit	Qty	Rate	Amount R
SECTION 6						
6	SANS 1200 MH	ASPHALT SURFACING				
6,1	8.5.1	PRIME COAT Apply prime coat of 30% stable grade emulsion at 0,8 l/m ²	m ²			Rate Only
6,2	8.5.3	TACK COAT Apply tack coat of 30% stable grade emulsion at 0,8 l/m ²	m ²			Rate Only
6,3	8.5.4	PREMIX Supply and lay a premix wearing course of continuously graded asphalt (TPA -Medium) using 60/70 bitumen binder (smoothness accuracy iii.to Clause 6.3.6) for thickness: 50 mm	m ²			Rate Only
	SANS 1200 MJ	SEGMENTED PAVING BLOCK SURFACING				
6,4	8.2.1	Provision of Edge Restraints	m	800		
6,5	8.2.2	Construction of Concrete Paving complete:				
6.5.1		(a) 20mm sand or similar approved	m ³	192		
6.5.2		(b) 80mm thick interlocking blocks	m ²	10920		
6.5.3		(c) Weedkiller	m ²	10920		
6,6	8.2.3	Cutting Units to Fit Edge Restraints	m	1550		
6,70	8.2.4	Rolling to Locked-up Condition as specified by the Engineer	m ²			Rate Only
TOTAL CARRIED FORWARD TO SUMMARY						

METSIMAHOLO LOCAL MUNICIPALITY CONSTRUCTION OF 1,52KM PAVED ROADS AND STORMWATER DRAINAGES IN ZAMDELA WARD 2 SECTION G: KERBING & CHANNELLING						
Item NO	Payment Ref	Description	Unit	Qty	Rate	Amount R
	SANS 1200MK	KERBING & CHANNELLING				
7,1	8.2.1	CONCRETE KERBING				
		Kerbing : Precast mountable kerbing Fig 8c including all excavation, mortar bedding, haunching etc				
		(i) Radius Range 0-4	m	10		
		(ii) Radius Range 4-20	m	14		
		(iii) Radius Range >20	m	1680		
		Kerbing : Precast Edge Beam including all excavation, mortar bedding, haunching etc				
		(i) Radius Range 0-4	m	3		
		(ii) Radius Range 4-20	m	9		
		(iii) Radius Range >20	m	108		
		Kerbing : Precast mountable kerbing Fig 10 including all excavation, mortar bedding, haunching etc				
		(i) Radius Range 0-4	m	3		
		(ii) Radius Range 4-20	m	9		
		(iii) Radius Range >20	m	3200		
		Kerbing : Precast mountable kerbing Fig 7 including all excavation, mortar bedding, haunching etc				
		(i) Radius Range 0-4	m			Rate Only
		(ii) Radius Range 4-20	m			Rate Only
		(iii) Radius Range >20	m			Rate Only
7,2	8.2.5	Construct in situ concrete chutes	m	10		
TOTAL CARRIED FORWARD TO SUMMARY						

METSIMAHOLO LOCAL MUNICIPALITY CONSTRUCTION OF 1,52KM PAVED ROADS AND STORMWATER DR SECTION H: ROAD SIGNS AND MARKING						
						
ITEM NO	PAYMENT Ref	DESCRIPTION	Unit	Qty	Rate	Amount
	SANS 1200MM	ANCILLARY ROADWORKS - PERMANENT SIGNS				
8,1	8.3.1	SUPPLY AND ERECT COMPLETE:				
		Statutory road traffic signs complete:				
		1. RTM1 (Stop)	No	18		
8,2		ROAD MARKINGS				
	8.4.1	Non reflectorized paint applied at nominal rate of 0.42 l/m ² or proprietary brand road marking material applied at nominal rate of 0,50 l/m ²				
		1. White lines (broken or unbroken) width 100mm	m	1650		
		2. Yellow lines (broken or unbroken) width 100mm	m	70		
		3. White lines (broken or unbroken) width 300mm	m	50		
		4. White characters and symbols	m	20		
		5. Yellow characters and symbols	m	50		
		6. Traffic Island markings (any colour)	m	60		
8,3		Construct speed humps	no	12		
TOTAL CARRIED FORWARD TO SUMMARY						

TENDER NO: MLM 01/2026/27: CONSTRUCTION OF 1.52KM PAVED ROADS AND STORMWATER DRAINAGES IN ZAMDELA WARD 2

METSIMAHOLO LOCAL MUNICIPALITY CONSTRUCTION OF 1,52KM PAVED ROADS AND STORMWATER DRAINAGES IN ZAMDELA WARD 2 SECTION I: STORMWATER						
						
Item NO	Payment Ref	Description	Unit	Qty	Rate	Amount R
9	SANS 1200DB	STORMWATER DRAINAGE				
9,1		STORMWATER CHANNELS				
	8.2.8	Cast-in-situ 1,2m V Concrete Lining to Open Drains	m ³	270		
	8.2.8	Cast-900 X200mm Concrete channel with Vitaglass grating or similar approved as per drawing D010	m	90		
9,2		Formwork to Cast-in-situ Concrete Lining of Open drains				
		a) To sides with formwork on the internal face only	m ²	240		
	8.2.12	Steel Reinforcement	t	4,248		
9,3	8,2,13	Stone Pitching	m ²	560		
TOTAL CARRIED FORWARD TO SUMMARY						

METSIMAHOLO LOCAL MUNICIPALITY CONSTRUCTION OF 1,52KM PAVED ROADS AND STORMWATER DRAINAGES IN ZAMDELA WARD2		
SUMMARY		
CONSTRUCTION COST		
Section	Description	Amount
A	P&Gs	
B	SITE CLEARANCE	
C	EARTHWORKS	
D	SUBBASE	
E	BASE	
F	ROAD SURFACING	
G	KERB & CHANNELLING	
H	ROAD SIGNS AND MARKING	
I	STORMWATER DRAINAGE	
	SUB TOTAL	
	10% CONTINGENCIES	
	SUB TOTAL	
	15% VAT	
	TOTAL	



METSIMAHOLO LOCAL MUNICIPALITY

BID NO MLM 01/2026/27

**CONSTRUCTION OF 1.52KM PAVED ROADS AND STORMWATER DRAINAGES IN
ZAMDELA WARD 2**

C3: SCOPE OF WORK

C3.1 DESCRIPTION OF THE WORKS

CONTENTS

1. EMPLOYER'S OBJECTIVES
2. OVERVIEW OF THE WORKS
3. EXTENT OF THE WORKS
4. CONSTRUCTION PROGRAMME
5. CONTRACTOR'S CAMP SITE AND SITE FACILITIES AVAILABLE
6. SITE FACILITIES REQUIRED
7. FEATURES REQUIRING SPECIAL ATTENTION
8. ACCOMMODATION OF TRAFFIC

1. EMPLOYER'S OBJECTIVES

The roads upgrade Infrastructure can be categorised as construction of blocked paved roads and stormwater upgrades. The aim of this infrastructure is not only to address transportation related issues but as well as the social, environment and economic issues in the Municipality.

The objective is to deliver public infrastructure using labour intensive methods where feasible. Labour-intensive works comprise the activities described in SANS 1921-5, such as, casting concrete, minor earthworks and laying of block paving activities which are to be performed by hand, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

The project is expected to start in **December 2026** and to be completed within **15 months** of the Commencement Date.

2. OVERVIEW OF THE WORKS

2.1 Location of the Site

The location of the works is in Zamdela/Sasolburg within the Metsimaholo Local Municipality.

2.2 General description of scope of works

a) Roadworks

1. Site Clearance.
2. Identify existing services.
3. Relocation of services e.g. Fibre line
4. Remove topsoil (150mm) to stockpile /spoil on site including levelling and spreading as directed by the Engineer
5. Excavation of material to achieve the required roadbed formation level, including trimming, shaping, and disposal of surplus material.
6. Construct the pioneer layer using 200 mm thick dumped rock, spread, trimmed to line and level, and compacted to form a stable working platform.

7. Construct a 150 mm thick subbase layer using G5 material, supplied, placed, moisture-conditioned, and compacted in accordance with SANS 1200DM requirements.
8. Construct a 150 mm thick base layer using C4 material, supplied, placed, moisture-conditioned, and compacted in accordance with SANS 1200DM requirements.
9. Construct a 20 mm thick river sand bedding layer.
10. Construct a surface using 80 mm thick interlocking concrete paving bricks, laid in a 45° herringbone pattern on the prepared bedding layer, in accordance with SANS1200MJ requirements.
11. Construct precast concrete kerbs comprising Figure 10 and Figure 8C units, supplied, laid, and bedded on a mortar bedding in accordance with SANS 1200MJ specifications.

b) Stormwater Drainage

1. Construct open drain channels as per construction drawings for longitudinal drains

c) Ancillary Works

1. Install all roadside furniture including warning and regulatory road signage
2. Construct speed humps as per construction drawings
3. Do line markings as per drawings

2.3 Temporary Works

The contractor is to design, supply, construct, demolish and spoil at his own cost any temporary works required in order to carry out the construction works as required.

2.4 Access

Furthermore, it is a requirement of this Contract that the contractor ensures that all residents have access to their properties after hours and on weekends; all businesses are to have access during business hours. The Contractor is to implement temporary measures / deviations as required in order to achieve this outcome. Prior to the implementation of any deviation, written permission for such deviations shall be obtained from the Employers Agent. The Contractor shall advise all residents, community leaders and other stakeholders at least **2 weeks** prior to the commencement of construction activities in an area. The Contractor is to employ a Community Liaison Officer in conjunction with the community structures in the area in order to achieve this outcome.

3. EXTENT OF THE WORKS

A. ROADWORKS

A.1. Geometric Design

The designated routes have been designed to provide two lane traffic.

A.2 Pavement Structure

The structural and functional capacity of the road has been designed to comply with the requirements for the appropriate category of roads.

B. DRAINAGE WORK

The extent of drainage work involved in this contract is covered by the relevant sections of the Bill of Quantities and as shown on the relevant engineering drawings.

C. SERVICES

A schedule of affected services with the respective service authorities can be found in the provided tender drawings.

C.1. Telkom

The relocation of Telkom infrastructure is envisaged. If any damages occur (as a result of the Contractor's operations) the Contractor will be required to contact Telkom to arrange for timeous reparations to the services (at the Contractor's expense). The Contractor may not repair any damages himself unless specifically instructed (in writing) by Telkom to do so.

C.2. Municipal Services

Relocation of municipal services is foreseen at this stage. The existing services must be identified and clearly marked to prevent damages to these services.

C.3. Fibre Optic Cables

The relocation of fibre optic is envisaged. If any damages occur (as a result of the Contractor's operations) the Contractor will be required to contact the relevant service provider to arrange for timeous reparations to the services. The Contractor may not repair any damages himself unless specifically instructed (in writing) by the relevant service provider, to do so.

The cost of the repairs will be for the Contractors account.

D. APPURTENANT WORKS

Appurtenant works include the following:

- a) The Painting of Road Markings.

A minimum of three weeks shall be allowed after the completion of surfacing operations before road markings are applied. The Engineer may however instruct that road markings be applied immediately in certain critical areas for reasons of safety. Provision has been made in the quantities for the re-establishment of the road marking team and the repainting of the road markings at the end of the defects notification period.

- b) The finishing off of the road reserve and other disturbed areas as ordered by the Engineer.

4. CONSTRUCTION PROGRAMME

The time for completion, as stated in the Contract Data in terms of Clause 1.1.1.14 of the Conditions of Contract, is **15 months**, excluding the special non-working days. The Contractor shall plan and programme his construction sequence for completion within the time period specified.

5. CONTRACTOR'S CAMP SITE AND SITE FACILITIES AVAILABLE

5.1 Location of Contractor's Camp Site

No specific land has been made available for the Contractor's camp site and office facilities for the Engineer. The Contractor shall make his own arrangements concerning a suitable approved site and location, as well as the provision of water, electricity and other services for the camp site and office facilities.

The Contractor's camp site shall be maintained in a neat and tidy condition and on completion of the Works, the camp area shall be cleared and reinstated; all to the satisfaction of the Engineer. Any damage to property shall be made good to the satisfaction of the Engineer and at the Contractor's expense.

5.2 Provision for Services

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

6. SITE FACILITIES REQUIRED

Office facilities as scheduled are required on the site for the Engineer or his representative.

7. FEATURES REQUIRING SPECIAL ATTENTION

7.1 Existing Services

Various types of services, both overhead and underground, exist within the boundaries of the site. It is envisaged that it will be necessary for the Contractor to

arrange for the removal, relocation and protection of existing services. Should any work become necessary due to unforeseen circumstances then all work shall be done strictly in accordance with the requirements of the relevant service owner and in accordance with the requirements of these Works Specifications.

Procedures for the protection and/or relocation of such services are outlined in the Project Specifications. All costs related to the contents of this paragraph shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

7.2 Proposed Services

No new services are envisaged in this contract except roads and stormwater.

7.3 Damage to Unknown Services

The Contractor shall provide service detection equipment to track all the unknown services, where damage is incurred to the unknown services at the time of construction, then the costs to repair and reinstate such services shall be borne by the Contractor. It is expected that the Contractor will include in his rate cost for such instances.

7.4 Construction in restricted areas

It will be necessary for the Contractor to work within restricted areas. No additional payment will be made for work done in such areas, despite indications to the contrary in the Standard Specifications.

7.5 Water for construction purposes

The Contractor must make adequate provision in his tender for all negotiations and procurement of water for construction activities and all related costs will be deemed to be included in his tendered rates.

7.6 Weatherproof Protection for Workers

All staff required to continue working during rain shall be provided with approved protective clothing and footwear.

7.7 Night Work and Work on Public Holidays

Where the Contractor requires staff to work overtime, in accordance to the Basic Condition of Employment Act, he shall make the necessary arrangements with the Engineer and obtain written approval from the Engineer. The Contractor shall bear the cost of his overtime work.

7.8 Environmental Requirements

The Contractor shall take particular note of the environmental requirements contained in Part C of the Works Specifications.

Personnel and plant shall not enter property beyond the road reserve boundary irrespective of whether or not the boundary is fenced.

The Contractor shall take every precaution to avoid damage to vegetation within that area of the road reserve which falls outside the designated work area as indicated on the drawings. Any damage caused is to be repaired at the Contractor's expense.

Storage and stockpiling of materials within the road reserve will not be permitted without the written consent of the Engineer. Excess material from excavations and waste material shall be spoiled off site at suitable locations.

7.9 Materials Supplied By The Client (MSC)

No material will be supplied by the Employer.

8. ACCOMMODATION OF TRAFFIC

8.1 General

- (i) The safety and convenience of the travelling public is to be considered of utmost importance and every effort must be made to ensure that all temporary road signs, cones, flagmen and speed controls are maintained and effective, and that courtesy is extended to the public at all times.
- (ii) It is important that the traffic accommodation requirements described in these specifications are adhered to and that all installations meet with the approval of the relevant traffic authority.
- (iii) Construction work, including the erection and removal of traffic control facilities, shall be executed between sunrise and sunset on Monday to Saturday, inclusive. Accommodation of traffic on the existing traffic lanes will be required throughout the construction contract period. The existing number of lanes for each traffic movement affected by construction shall not be reduced without the written authorisation of the Engineer.
- (iv) It should be noted that Holidays are specified as "Special non-working days" in the Contract Data. In terms of the General Conditions of Contract the Engineer's permission has to be obtained for work to be carried out on special non-working days, for which permission shall be applied for at least 2 days prior to the day.
- (v) The travelling public has the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on public roads.
- (vi) Failure to maintain road signs, warning signs or flicker lights, etc, in good condition shall constitute ample reason for the Engineer to bring the works to a stop until the road signs, etc, have been repaired to his satisfaction and to impose the penalties as described in the Contract Data.
- (vii) The Contractor may not commence construction activities before adequate provision has been made to accommodate traffic in accordance with the requirements of these specifications and Chapter 13 of Volume 2 of the South African Road Traffic Signs Manual (SARTSM).

- (viii) The Contractor shall submit proposals in connection with all signs and accommodation of traffic to the Engineer for approval.
- (ix) Access to properties shall be provided at all times. Should any access need to be temporarily closed, such a closure shall be communicated with the affected parties. The Contractor shall only commence with access restriction or closures upon approval of the affected parties and such approval shall be provided to the Engineer.
- (x) The safe ongoing use of the roadway under construction, including all planned detours and intersections shall be the full responsibility of the Contractor.

C3.2 ENGINEERING

1. DRAWINGS

The Works shall be constructed in accordance with the design drawings included in the Contract Documents.

The reduced drawings listed and included as part of the tender documents shall be used for tender purposes only.

The Contractor will be supplied with three (3) A1 prints of each of the drawings and any others required for construction. These copies are issued free of charge and the Contractor shall make any additional copies he may require at his own cost. No additional prints will be issued apart from revisions.

Only figured dimensions shall be used and drawings shall not be scaled unless otherwise instructed.

The levels given on construction drawings are subject to confirmation on site, and the Contractor shall submit all levels to the Engineer for confirmation before he commences any construction work. The Contractor shall also check all clearances given on the drawings and shall inform the Engineer of any discrepancies. The initial setting-out pegs shall be done by a registered land surveyor.

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates, or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Engineer's Representative on a regular basis.

Any information in the possession of the Contractor, which the Engineer requires to complete his record drawings shall be supplied to the Engineer's Representative before a certificate of completion will be issued.

C3.3 Procurement

3.3 PROCUREMENT

3.3.1 Requirements

The contractor shall be required to adopt labour based techniques through the full spectrum of the works with the proviso that the Clients specific objectives regarding time and quality are not compromised. **Maximisation of employment shall be of the essence on this contract.**

Together with their tenders, all Tenderers are required to submit a comprehensive **implementation plan** clearly stating the EPWP labour content and number of jobs that shall be created. The employment of labour shall be reflected in a programme in sufficient details to enable the Project Manager to monitor and compare it with the implementation plan.

The Contractor shall be required to submit employment data on a monthly basis to the Project Manager

The contractor and his subcontractors who makes use of EPWP labour, shall enter into written contracts with all the individuals classed as targeted labour and during the performance of the contract, furnish the Engineer with copies of all contracts entered into.

Tenderers are to also note that it is an explicit condition of this tender that all unskilled labourers on the project are to be employed from the local community. The Contractor shall in general, maximise the involvement of the local community and employ a minimum of 25 people or more.

The labour rate which the Contractor will be expected to pay for unskilled worker will be R242/day (30.25/hr.).

3.3.2 Subcontracting – Special Conditions of Contract

Participation and Advancement of Start-Up, Small and Micro Enterprises

The Metsimaholo Local Municipality (MLM) has identified job creation and access to procurement opportunities by Start-ups, Small and Micro enterprises (SMMEs) as an essential requirement towards building an economically viable City. In this regard the following definitions are applicable:

“Start-up Enterprises” means an enterprise that has been in existence and operating for less than two years.

“Small Enterprises” means an enterprise that has a CIDB grading designation of 1 or 2.

“Micro Enterprises” means an enterprise that has a CIDB grading designation of 3.

“Locally based SMMEs” means enterprises that have their operational base in the ward in which the project is to be executed or, alternatively, the members of the enterprise are resident in the particular ward. Should suitable locally based SMME contractors as defined above not be available in the particular ward, then they shall be sourced from adjacent wards.

C3.4 CONSTRUCTION

WORKS SPECIFICATIONS

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C3.4.1 PART A: GENERAL

A1 GENERAL

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A 6	Permits
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C3.4.1 PART A: GENERAL

A GENERAL

A 1 Particular generic specifications

For the purpose of this Contract:

- a) where gender terms are used, it shall be applicable to both male and female.
- b) "VAT" shall mean Value Added Tax in terms of the Value Added Tax Act 89 of 1991 as amended.

A 2 Plant and materials

The Contractor is required to provide all plant and materials necessary to carry out the works as required.

A 3 Construction equipment

The Contractor is required to provide all equipment necessary to carry out the works as required. No additional allowances other than those already specified in the schedule of quantities shall be allowed for with respect to equipment.

A 4 Existing services

The Contractor:

- a) must make provision for the possible existence of numerous services (e.g.: Stormwater, Water, Electrical, Eskom, Telkom, etc.) within and in close proximity to the work areas.
- b) shall be provided with record information from services authorities to enable him to apply for wayleave at the responsible authority.
- c) is to record on as built drawings the location of existing services or services which have been relocated during Contract Period.
- d) must inform the relevant service provider immediately (within 2 hours of incident) such that procedures for the reinstatement of the service can be effected, should he damage or break an existing service (whether known or unknown).
- e) is responsible to provide his own equipment in order to determine the location of existing services. The provision of such equipment shall be deemed to have been included in the rates.

A 5 Site usage

Site usage shall be limited to hours as specified in the Contract Data, unless prior arrangement is made with the Engineer.

A 6 Permits

The Contractor will be required to obtain permits from all the applicable service provider's within the jurisdiction of the Municipality. It is the Contractor's responsibility to obtain final permit approval according to applicable procedures and specifications. Permits associated costs shall be deemed to have been included in the scheduled rates for excavation and location of existing services under the relevant section of SANS 1200 A.

A 7 Inspection of adjoining properties

The Contractor shall carry out inspections and evidence collection of properties adjoining the works to ensure that in the event of a claim arising from any of the owners of the adjoining properties for damage to property and the like, the Contractor has substantial evidence to support or refute such claims. The Contractor accepts full liability and responsibility for damage which he causes to adjoining properties as well as any costs involved in refuting or processing of such claims.

A 8 Electricity for construction purposes

The Contractor shall make arrangements with the relevant authority for the supply and distribution of power for purposes of this Contract, the cost of which shall be deemed to be included in the rates inserted in the Schedule of Quantities.

Power used for carrying out of the works in accordance with these Specifications will not be subject to measurement or payment.

A 9 Survey control and setting out of the works

The Contractor is to confirm the levels and coordinates of all benchmarks prior to commencing with construction.

A10 Method Statement

The Contractor shall provide the Engineer with a method statement indicating the manner and sequence in which he intends to construct the works, for each work area, with the program. In the method statement the Contractor must address at least the following items:

1. Sequence of the works for the relevant works area
2. Target dates for the tasks identified in sequence of the works for the relevant works area
3. Materials requirements
4. Construction Plant to be used
5. Services affecting construction
6. Any factors that could affect construction progress after commencement

The method statement must be approved by the Engineer before commencement of construction. In order to minimize the impact on traffic, pedestrians and business the Contractor will be required to segment the works in such a manner that no portion of the works is more than one day ahead of the following position i.e. trenches cannot be excavated more than one day ahead of pipe laying, pipes more than one day in advance of manhole construction and finishing off etc. These segments of the works shall be clearly defined in the Contractor's method statement for each work area.

The approval by the Engineer of any program shall have no contractual significance other than that the Engineer would be satisfied if the work is carried out in accordance to such program and that the Contractor undertakes to carry out the work in accordance with the program. It shall not limit the right of the Engineer to instruct the Contractor to vary the program should circumstances make this necessary.

A11 Software application for programming

The construction programme shall be completed in Microsoft ® Project 2019 or compatible software. The construction programme and updated versions thereof shall be made electronically available to the Engineer.

A12 Methods and procedures

The methods and procedures for the execution of the works shall be in accordance with the standard specifications and the variations and additions thereto.

A13 Quality plans and control

The Contractor shall be required to provide and maintain a quality plan to ensure that the quality of all work components is of a high standard. Such a quality plan shall be approved by the Engineer.

A14 Accommodation of traffic on public roads occupied by the Contractor

a) Accommodation of traffic

The Contractor shall ensure the safe accommodation of traffic at all areas where the work may impact on traffic and shall provide all drums, watching, lighting, signs and barricades required by the road authorities, and in accordance with the South African Road Traffic Signs Manual. Penalties shall be imposed on the Contractor for non-compliance.

b) Access to properties

Adequate access shall at all times be maintained to public and private properties unless otherwise arranged and approved. Details of the proposed means of access shall be submitted before any such access is restricted. Claims arising from impeded access shall be the responsibility of the Contractor.

At least 2 days before commencing any work affecting access to a property, the Engineer and the occupier/owner of each such property shall be notified of the Contractor's intention to commence work, the date of commencement, expected duration and arrangements which will be made regarding maintenance of access.

c) Transport Department requirements

The Contractor must provide a bridge with side rails across excavations to allow pedestrians access to the sidewalk. Allowance for the costs associated with providing pedestrian access to sidewalks will be deemed to have been included under relevant Items in the Schedule of Quantities.

d) Services

Services to a property shall remain unimpeded. Where necessary for access or egress, excavated and filled works, concrete or asphalt surfaces shall be satisfactorily covered temporarily to protect the work from damage and to maintain access.

e) No by-passes shall be constructed by the Contractor without consulting with the Engineer, the approval shall be given by the engineer in writing.

A15 Other contractors on site

There may be other contractors working in close proximity and/ or within the site boundaries road reserve completing other projects. As such, the Contractor is required to make adequate allowances for such possibilities. No claims with respect to works being carried out by other contractors will be entertained by the Employer.

A16 Testing, completion, commissioning and correction of defects

The onus is on the Contractor to produce work which will conform in quality and in accuracy of detail to the requirements hereinafter specified. The Contractor must clearly understand that it is not a duty of the Engineer or his representative to act as foreman or surveyor on the Works.

The Contractor shall, at his own expense, provide experienced engineers, foremen and surveyors together with all transport, instruments and equipment for supervising, checking and controlling the work.

The act of passing any completed work for payment by the Engineer shall not be construed as signifying approval or acceptance thereof. Failure on the part of the Engineer to reject any defective work or material shall not in any way relieve the Contractor of his obligations under the Contract, nor prevent later rejection when such work or material is discovered.

The contractor shall keep files of all the test results, which shall be accessible by the Engineer at any time. Two copies of these files shall be provided to the Engineer at the end of the project.

A17 Key personnel

The Contractor is to provide the Curriculum Vitae's of key personnel to be employed on the project as well as the person's position and responsibilities within the project team. The Contractor shall provide the following minimum key staff:

- a) Contracts manager;
- b) Site Agent;
- c) Health and Safety Officer; and
- d) Foremen.

A18 Management meetings

Bi-Weekly site meetings shall be arranged and facilitated by the Engineer. Senior Contractor management staff attendance shall be compulsory. The Contractor shall be required to provide reporting with regard to project progress, resources (human, plant and equipment), community issues, environmental and health and safety aspects.

In an event that the senior Contractor management doesn't attend the meeting without notifying the Engineer 2 days prior to the meeting, the Engineer will levy a penalty of R2500/meeting.

A19 Forms for contract administration

The Contractor shall maintain files which shall contain project information related to project progress, resources (human, plant and equipment), community issues, environmental, health and safety aspects, penalties imposed, claims lodged and outcomes, disputes and resolutions, payment and variations.

A20 Daily records

The Contractor shall keep daily site records as required by the Employer and as specified herein. Daily records shall include, labour, plant, materials, rainfall, daily diary and the like and must be signed by the Engineer. If the Contractor fails to provide/keep the information the Engineer will levy a penalty of R450/day.

A21 Payment certificates

Payment certificates shall be submitted to the Engineer, in the format required, for approval and final submission to the Employer monthly.

A22 FEATURES REQUIRING SPECIAL ATTENTION**A22.1 Security**

The Contractor is responsible to provide his own security on site, as he deems necessary. The Employer shall not be held responsible for any loss or damage suffered by the Contractor, his plant, equipment, materials, subcontractors or employees as a result of a security incident of any nature.

A 22.2 Community liaison and community relations

The Contractor will be required to employ a community liaison officer for each section of the works for the duration of the construction activities, taking place within such area. The community liaison officer is to be appointed in consultation with the relevant ward councillor.

A 22.3 Notices and warning to the public

The Contractor must provide written notice to all consumers affected by the construction activities. The written notice shall outline the:

- a) nature of the works;
- b) expected inconvenience / disruption that the consumers can expect;
- c) timeframes for construction; and
- d) contact details in case of problems encountered.

A 22.4 Causes for rejection

Causes for rejection of the works shall include but is not limited to:

- a) incorrect grades and crossfalls;
- b) poor kerbing alignment and broken kerbs
- c) incorrect vertical and horizontal alignments
- d) layer works and surfacing fail density and other prescribed tests
- e) Incorrect pipe grades, water infiltration at joints, poor workmanship to kerb inlets, manholes, etc.

A23 EPWP KEY MONTHLY SUPPORTING DOCUMENTS

The following key supporting documents are required monthly to be uploaded onto the system for verification:

- a) Certified copy of original ID for each labourer.
- b) Copy of each labourer contract.
- c) Daily attendance register.
- d) Proof of payment

A24 EPWP ACCREDITED TRAINING

The service provider is required to facilitate an accredited training for the local labourers/ SMME's

A25 SCHEDULE OF PENALTIES FOR NON-COMPLIANCE

The following amounts will be deducted from the Contractor for non-compliance throughout the duration of the contract. The penalty will be effective after 48 hours after the Engineer notified the Contractor of the non-compliance thereof.

- a) Non-compliance with the OHS regulations e.g., unsafe conditions on site, un-updated safety file etc = **R1500/incident.**
- b) Non-compliance with supplying all or one of the items required for the site establishment indicated on PSAB 1.2, PSAB 2.1 and PSAB 2.2 = **R850/day.**
- c) Failure by Contractor's senior management to attend project meetings without giving 2 days' notice to the Engineer prior the meeting date = **R2500/meeting.**
- d) Failure to complete project at the due completion date = **R5000/day.**
- e) Failure to keep or record daily information on the site diary = **R450/day.**
- f) Failure to submit EPWP required monthly documents = **R5000/day**

C3.4.1 PART B: PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS**Notes to the tenderer****C3.4.1 VARIATIONS AND ADDITIONS TO SANS 1200 STANDARDIZED SPECIFICATIONS AND PARTICULAR SPECIFICATIONS**

The following variations and additions to the SANS 1200 Standardized Specifications referred to shall apply to this Contract.

The prefix “PS” indicates an amendment to SANS 1200. The prefix “PSA” indicates an amendment to SANS 1200 A, “PSDB” to SANS 1200 DB and so on.

The letters and numbers following these prefixes respectively indicate the relevant Standardized Specification and clause numbers in SANS 1200 to which the variation or addition thereto applies.

An asterisk (*) placed next to a PS Subclause number denotes the inclusion of an additional Subclause for which no equivalent appears in SANS 1200.

The terms “project specification” or “Portion 2 of the project specification” appearing in any of the SANS 1200 Standardized specifications shall be replaced with the term “Scope of Work”.

The term “Scope of Work” shall mean Part 3 of The Contract.

Further to the above it should be noted that where in a specific Standardized Specification reference is made to a Subclause in another Standardized Specification, any amendment or addition to the Subclause referred to, as provided for in the Specification, shall apply. The aforementioned shall also apply with respect to Clauses referred to in a Particular Specification.

The variations and additions to the SANS 1200 Standardized Specifications follows herewith:

PSA GENERAL

PSA 1 SCOPE

Replace the contents of Clause 1.1, including the notes, with the following:

“1.1 This specification covers requirements, principles and responsibilities of a general nature which are generally applicable to civil engineering construction and building works contracts, as well as the requirements for the Contractor’s establishment on the Site.”

PSA 2 INTERPRETATIONS

PSA 2.3 DEFINITIONS

In the opening phrase, insert the words: “the definitions given in the Conditions of Contract and” between the word’s “specification” and “the following”.

a) General

Add the following definitions:

“General Conditions / Conditions of Contract. The General Conditions of Contract specified for use with this Contract as amended in the Contract Data.

Specified As specified in the Standardized Specifications, the Drawings or the Scope of Work. “Specifications” shall have the corresponding meaning.”

c) Measurement and payment

Replace the definitions for “Fixed charge”, “Time-related charge” and “Value-related charge” with the following:

“Fixed charge. A charge that is not subject to adjustment on account of variations in the value of the Contract Price or the time allowed in the Contract for the completion of the work.

Time-related charge. A charge, the amount of which varies in accordance with the Time for Completion of the Works, adjusted in accordance with the provisions of the Contract.

Value-related charge. A charge, the amount of which varies pro rata with the final value of the measured work executed and valued in accordance with the provisions of the Contract.”

PSA 2.4 ABBREVIATIONS

a) Abbreviations relating to standard documents

Add the following abbreviation:

“CKS: SANS Co-ordinating Specification.”

PSA 3 MATERIALS

PSA 3.1 QUALITY

Where applicable, materials shall bear an official standardization mark.

Add the following:

"Where proprietary materials are specified, it is to indicate the quality or type of materials or articles required, and where the terms “or other approved” or “or approved equivalent” are used in connection with proprietary materials or articles, it is to be understood that the approval shall be at the sole discretion of the Engineer."

“PSA 3.3* ORDERING OF MATERIALS

The quantities set out in the Bill of Quantities have been carefully determined from calculations based on data available at the time of its compilation, but are to be considered as approximate quantities only. Before ordering materials of any kind the Contractor shall be solely responsible for determining, from the Drawings issued or approved by the Engineer for construction purposes, the actual quantities of materials required for the execution of the Works. No liability or responsibility whatsoever shall be attached to the Employer or the Engineer in respect of materials ordered by the Contractor except when ordered in accordance with the Drawings issued or approved by the Engineer for construction purposes."

PSA 4 PLANT

PSA 4.1 SILENCING OF PLANT

Replace the contents of Clause 4.1 with the following:

“The Contractor’s attention is drawn to the applicable regulations pertaining to noise and hearing conservation, framed under the Occupational Health and Safety Act (Act No. 85 of 1993) as amended.

The Contractor shall at all times and at its own cost, be responsible for implementing all necessary steps to ensure full compliance with such regulations, including but not restricted to the provision and use of suitable

and effective silencing devices for pneumatic tools and other Plant which would otherwise cause a noise level in excess of that specified in the said regulations.

Where appropriate, the Contractor shall further, by means of temporary barriers, effectively isolate the source of such noise in order to comply with the said regulations."

PSA 4.2 CONTRACTOR'S OFFICES, STORES AND SERVICES

Add the following at the end of the first paragraph of Clause 4.2:

"The Contractor's buildings, sheds and other facilities erected or utilised on the Site for the purposes of the Contract shall be fenced off and shall contain all offices, stores, workshops, testing laboratories, toilet facilities, etc. as may be required by the Contractor. The facilities shall always be kept in a neat and orderly condition. The Contractor will be required to provide and lay crusher stone on the site camp yard.

No personnel may reside on the Site. Only night-watchmen may be on the Site after hours

The Contractor shall provide on the Site and in close proximity to the actual locations where the work is being executed, one toilet per 15 workmen, which toilets shall be effectively screened from public view and their use enforced. Such toilets shall be relocated from time to time as the location of the work being executed changes, so as to ensure that easy access to the toilets is maintained.

The Contractor shall, where applicable, make all necessary arrangements and pay for the removal of night soil."

PSA 5 CONSTRUCTION

PSA 5.1 SURVEY

PSA 5.1.1 Setting out of the Works

The installed benchmarks and erf boundary pegs shall be used by the Contractor for setting out the works.

Add the following paragraph:

"The Contractor shall be required to check and verify, prior to commencement of any construction work, all benchmarks and boundary reference pegs, as shown and detailed on the Drawings. Reference and benchmark pegs disturbed and/or removed during the construction period shall be replaced by a Professional Land Surveyor and the Contractor shall bear the cost of such replacement. Payment to check and verify the

reference and benchmark pegs shall be included in the contractors general obligations"

PSA 5.1.2 Preservation and replacement of survey beacons and pegs subject to the Land Survey Act

Delete from the second sentence "Before the commencement . . . "to" . . . apparently in their correct positions" and replace with the following:

"Immediately on taking over the site, the Contractor, in consultation and liaison with the Engineer, shall search for all pegs and the Contractor shall compile a list of pegs that are apparently in their correct position."

Replace the third sentence of Clause 5.1.2 with the following:

"At completion of the Contract, the Contractor shall expose and mark all pegs that were listed at the commencement of the construction as being in order and the Contractor shall arrange with a registered Land Surveyor the replacement of pegs that have become disturbed or damaged. The Contractor shall, as a precedent to the issue of the Certificate of Completion, provide to the Engineer, a certificate from the Registered Land Surveyor, certifying that all the pegs listed at the commencement of construction in accordance with the provisions of this Clause, have been checked and that those found to have been disturbed, damaged or destroyed have been replaced in their correct positions, all in accordance with the provisions of the said Act.

The costs of replacement and certification as aforesaid shall be entirely for the Contractor's account, provided always that the Contractor shall not be held liable for the cost of replacement of pegs which:

- (a) cannot reasonably be re-established in their original positions by reason of the finished dimensions of the Permanent Works; and
- (b) the Contractor can prove beyond reasonable doubt and to the satisfaction of the Engineer, were disturbed, damaged or destroyed by others beyond its control, and
- (c) were in close proximity to the work and which would unavoidably be removed, subject to the Engineer's approval being given to remove such pegs."

PSA 5.2 WATCHING, BARRICADING AND LIGHTING AND TRAFFIC CROSSINGS

Add the following:

"The Contractor shall comply in all aspects with the requirements of the Occupational Health and Safety Act (Act 85 of 1993), refer also PSA 5.7, PSA 5.9 and PSA 5.10."

PSA 5.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES

Replace the heading and the contents of Clause 5.4 with the following:

"PSA 5.4 LOCATION AND PROTECTION OF EXISTING SERVICES**PSA 5.4.1 Location of existing services**

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

Without in any way limiting its liability in terms of the Conditions of Contract in relation to damage to property and interference with services, the Contractor shall, in collaboration with the Engineer, obtain the most up-to-date plans as are available, showing the positions of services existing in the area where it intends to work.

Neither the Employer nor the Engineer offer any warranty as to the accuracy or completeness of such plans and because services can often not be reliably located from plans, the Contractor shall ascertain the actual location of services depicted on such plans by means of careful inspection of the Site.

Thereafter, the Contractor shall, by the use of appropriate methodologies, carefully expose the services at such positions as are agreed to by the Engineer, for the purposes of verifying the exact location and position of the services. Where the exposure of existing services involves excavation to expose underground services, the requirements of Clauses 4.4 and 5.1.2.2 of SANS 1200 D (as amended) shall also apply.

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

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

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

immediately should any such service be encountered or discovered on the Site.

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

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

as well as for consequential damage, whether caused directly by the Contractor's operations or by the lack of proper protection ; provided always that the Contractor will not be held liable in respect of damages occurring to services not being Known Services.

No separate payment will be made to the Contractor in respect of any costs incurred in preparing and submitting to the Engineer, the Drawings as aforesaid and these costs shall be deemed included in the Contractor's other tendered rates and prices included in the Contract.

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

PSA 5.4.2 Protection during construction

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

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

PSA 5.4.3 Alterations and repairs to existing services

Unless the contrary is clearly specified in the Contract or ordered by the Engineer, the Contractor shall not carry out alterations to existing services. When any such alterations become necessary, the Contractor shall promptly inform the Engineer, who will either make arrangements for such

work to be executed by the owner of the service, or instruct the Contractor to make such arrangements himself.

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

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

PSA 5.7 SAFETY

Replace the contents of subclause 5.7 with the following:

"Pursuant to the provisions of the Conditions of Contract, and without in any way limiting the Contractor's obligations there under, the Contractor shall at his own expense (except only where specific provision (if any) is made in the Contract for the reimbursement to the Contractor in respect of particular items), provide the following:

- (a) Provide to its Employees on the site of the works, all safety materials, clothing and equipment necessary to ensure full compliance with the provisions of the Occupational Health and Safety Act (Act No 85 of 1993) and associated Regulations as amended (hereinafter referred to as the Act) at all times, and shall institute appropriate and effective measures to ensure the proper usage of such safety materials, clothing and equipment at all times; and
- (b) Provide, install and maintain all barricades, safety signage and other measures to ensure the safety of workmen and all persons in, on and around the site, as well as the general public; and
- (c) Implement on the site of the works, such procedures and systems and keep all records as may be required to ensure compliance with the requirements of the Act at all times; and
- (d) Implement all necessary measures so as to ensure compliance with the Act by all subcontractors engaged by the Contractor and their employees engaged on the works; and
- (e) Full compliance with all other requirements pertaining to safety as may be specified in the Contract.

The Employer shall in terms of the Regulations make such inspections on the site, as they shall deem appropriate, for the purpose of verifying the Contractor's compliance with the requirements of the Act. For this purpose, the Contractor shall grant full access to the site of all parts of the site and shall co-operate fully in such inspections and shall make available for inspection all such documents and records as the Employer's representative may reasonably require.

Where any such investigations reveal, or where it comes to the Employer's attention that the Contractor is in any way in breach of the requirements of the Act or is failing to comply with the provisions of this clause, the Engineer shall, in accordance with the provisions of Clause 5.11 of the Conditions of Contract, be entitled to suspend progress on the works or any part thereof until such time as the Contractor has demonstrated to the satisfaction of the Employer, that such breach has been rectified.

The Contractor shall have no grounds for a claim against the Employer for extension of time and/or additional costs if the progress on the works or any part thereof is suspended by the Engineer in terms of this clause, and the Contractor shall remain fully liable in respect of the payment of penalties for late completion in accordance with the provisions of Clause 5.13 of the Conditions of Contract should the Contractor fail to complete the Works on or before the specified due completion date in consequence of the suspension.

Persistent and repeated breach by the Contractor of the requirements of the Act and/or this clause shall constitute grounds for the Engineer to act in terms of Clause 9.12 of the Conditions of Contract and for the Employer to terminate the Contract in accordance with the further provisions of the said Clause 55."

"PSA 5.9* MAINTAINING SERVICES IN USE

The Contractor shall take note that he shall not cut off any service in use without the prior approval of the Engineer and the knowledge of the residents. Further, no existing services in use shall remain cut off for more than 8 hours or overnight.

Failure on the part of the Contractor to comply with any of the above provisions will constitute sufficient reason for the Engineer to stop the works until the situation has been remedied, or should he deem it necessary, arrange for the situation to be remedied at the Contractor's cost.

No direct payment will be made for the cost of maintaining services in use. Payment will be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the Contract."

"PSA 5.10* DEALING WITH AND ACCOMMODATING TRAFFIC

The Contractor shall take note that the existing roads and pedestrian walkways within the Site, shall remain operational throughout the contract period as set out earlier in the document. To this end the Contractor shall provide and maintain all temporary fences, security, barriers, kerb ramps, signs, markings, flagmen, drums, lighting, personnel and all other incidentals necessary to ensure safe and easy passage of all traffic.

Traffic accommodation and signage shall be erected and maintained by the Contractor and the number and layout of the traffic signs shall comply with the South African Development Community's South African Road Traffic Signs Manual, Volume 2 – Chapter 13, Roadworks Signing.

Traffic signs shall have a yellow background with either a red / black border.

Payment will be made for the cost of dealing with and accommodating traffic in accordance with 8.8.2. Further, the provision of PSA 5.2 shall apply."

"PSA 5.11* SITE MEETINGS

The Contractor or its authorised agent will be required to attend regular site meetings, which shall normally be held once a month on dates and at times determined by the Engineer, but in any case whenever reasonably required by the Engineer. Unless otherwise indicated in the Contract or instructed by the Engineer, such meetings shall be held at the Contractor's offices on the Site. At such monthly meetings, matters such as general progress on the Works, quality of work, problems, claims, payments, and safety etc, shall be discussed, but not matters concerning the day-to-day running of the Contract.

"PSA 5.12* PROVIDING ACCESS TO ERVEN AND PROPERTIES

Access to erven and properties along the route of trenches and roads shall be provided by the Contractor at all times as indicated earlier in the document. To this end suitable crossings shall be constructed where required.

Temporary crossings shall be in the form of portable bridges, temporary backfill or other approved means and shall be capable of permitting the safe passage of all vehicles and pedestrians. The Contractor shall also be responsible for maintaining crossings and for removing same when they are no longer required.

If as a result of restricted road reserve widths and the nature of the Works the construction of bypasses is not feasible, construction shall be carried out under traffic in order to provide access to the properties.

The Contractor may, with the approval of the Engineer, arrange with the occupiers of the affected properties to temporarily close off a portion of a road, footpath entrance, property access road or other access, provided that the Contractor shall give due notice of the intended closure and its probable duration to the occupiers and shall as punctually as possible re-open the route at the prescribed time. Where possible, roads shall be made safe and re-opened to traffic overnight. Any such closure shall be an arrangement between the Contractor and the occupiers and shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs and drums shall be provided by the Contractor to suit the specific conditions.

No direct payment will be made for the cost of providing access. Payment will be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the Contract.”

“PSA 5.13* ACCOMMODATION OF OTHER CONTRACTORS

The Contractor shall be required to accommodate other contractors on the Site of the Works during the entire Contract period.

Adequate access to the site of their works shall be given the contractors at all times.

No direct payment will be made for the cost of providing adequate access and accommodating the stated contractors on the Site of the Works, as well as the cost of any inconvenience or disruption experienced in attending to the aforementioned. Payment shall be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the Contract.

“PSA 5.14* ENVIRONMENTAL MANAGEMENT PLAN, RECORD OF DECISION AND SPECIFICATIONS

The Contractor shall be required to comply with and assume responsibility for compliance with the National Environmental Management Act, (Act 107 of 1998) in respect of the execution and completion of the Works.

Non-compliance in any way whatsoever will be adequate reason for the suspension of the Works.

No extension of time will be considered for delays due to non-compliance with the abovementioned.

No direct payment will be made for the cost of complying with the above-mentioned or disruption experienced in attending to the aforementioned. Payment shall be deemed to be covered by the rates and sums tendered

and paid for the various items of work included under the Contract. (Refer also to the contents of Clause 4.3 of the Conditions of Contract.”

PSA 6 TOLERANCES**"PSA 6.4* USE OF TOLERANCES**

No guarantee is given that the full specified tolerances will be available independently of each other, and the Contractor is cautioned that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects of the work.

Except where the contrary is specified, or when clearly not applicable, all quantities for measurement and payment shall be determined from the 'authorized' dimensions. These are specified dimensions or those shown on the Drawings or, if changed, as finally prescribed by the Engineer, without any allowance for the specified tolerances. Except if otherwise specified, all measurements for determining quantities for payment will be based on the 'authorized' dimensions.

If the work is constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, the calculation of quantities will be based on the 'authorised' dimensions, regardless of the actual dimensions to which the work has been constructed.

When the work is not constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, the Engineer may nevertheless, at his sole discretion, accept the work for payment. In such cases no payment shall be made for quantities of work or material in excess of those calculated for the 'authorised' dimensions, and where the actual dimensions are less than the 'authorised' dimensions minus the tolerance allowed, quantities for payment shall be calculated based on the actual dimensions as constructed."

PSA 7 TESTING**PSA 7.1 PRINCIPLES****PSA 7.1.2 Standard of Finished Work Not to Specification**

Insert the words "or checks by an approved laboratory ..." after the words "Where the Engineer's checks ..." in the first line of Clause 7.1.2.

PSA 7.2 APPROVED LABORATORIES

Replace the contents of Clause 7.2 with the following:

"Unless otherwise specified in the relevant specification or elsewhere in the Scope of Work, the following shall be deemed to be approved laboratories in which design work, or testing required in terms of a specification for the purposes of acceptance by the Engineer of the quality of materials used and/or workmanship achieved, may be carried out:

- (a) any testing laboratory certified by the South African National Accreditation Systems (SANAS) in respect of the nature and type of testing to be undertaken for the purposes of the Contract;
- (b) any testing laboratory owned, managed or operated by the Employer or the Engineer;
- (c) any testing laboratory established and operated on the Site by or on behalf of the Employer or the Engineer;
- (a) any testing laboratory designated by the Engineer.”

PSA 8 MEASUREMENT AND PAYMENT

PSA 8.1 MEASUREMENT

PSA 8.1.1 Method of measurement, all sections of the Schedule

Delete the words "and South West Africa".

PSA 8.1.2 Preliminary and General item or section

PSA 8.1.2.1 Contents

Replace the contents of item (c) with the following:

"The 'duration of construction' applicable to a time-related item shall be the tendered contract period for the total works, plus as applicable, the Civil Engineering Industry Holiday (Dec / Jan) and all gazetted public holidays for the Civil Engineering Industry."

PSA 8.1.2.2 Tendered sums

Replace the contents of this Sub-Clause with the following:

"Except only where specific provision is made in the Specifications and/or the Bill of Quantities for separate compensation for any of these items, the Contractor's tendered sums under items PSA 8.3.1 and PSA 8.4.1 shall collectively cover all charges for:

- risks, costs and obligations in terms of the Conditions of Contract and of this standardized specification; and
- head-office and site overheads and supervision; and
- profit and financing costs; and
- expenses of a general nature not specifically related to any item or items of the permanent or temporary work; and
- providing such facilities on site as may be required by the Contractor for the proper performance of the Contract and for its personnel, including, but without limitation, providing offices, storage facilities, workshops, ablutions, services such as water, electricity, sewage and rubbish disposal, access roads and all other facilities required, as well as for the maintenance and removal on completion of the works of these facilities and cleaning-up of the site of the Contractor's establishment and reinstatement to not less than its original condition, and
- providing the facilities for the Engineer and his staff as specified in the Contract and their removal from the site on completion of the Contract."
 - Cost for checking and verifying benchmark and pegs at commencement of the contract.

PSA 8.2 PAYMENT

PSA 8.2.2 Time-related items

Replace the contents of Clause 8.2.2 with the following:

"Subject to the provisions of sub clauses 8.2.3 and 8.2.4, payment under item 8.4.1 (time-related item) will be made monthly in equal amounts, calculated by dividing the sum tendered for the item by the tendered Contract period in months, provided always that the total of the monthly amounts so paid for the item is not out of proportion to the value of the progress of the Works as a whole.

Should the Engineer grant an extension of time for the completion of the total works, the Contractor will be entitled to an increase in the sums tendered for time-related items, which increase shall be in the same proportion to the original tendered sums, as the extension of time is to the duration of construction as defined in PSA 8.1.2.1. The Contractor shall however note that the aforementioned will not apply to extensions of time granted in terms of PSA 8.4.6.

Payment of such increased sums will be taken to be as full compensation for all additional preliminary and general costs, either time-related costs or fixed costs that result from the circumstances pertaining to the extension of time granted."

The payment to the Contractor for Time-Related Items shall be adjusted in accordance with the following formula in the event of the Contract being extended by means of a Variation Order:

Sum of Tendered amounts for Time Related Items x

Extension of Time authorised by Variation Order
Tender Contract period

For the purposes of applying this formula "Extension of Time" will exclude the Contractor's December / January close-down period, if applicable.

The abovementioned adjustment of the payment for Time-Related Items shall be made in the completion Payment Certificate and shall be the only payment for additional Time-Related costs irrespective of the actual period required to complete the Contract including its authorised extensions.

In the case of fixed price contracts, the amount by which the Time-Related Items is adjusted shall not be subject to the Contract Price Adjustment formula. Similarly, in the case of contracts subject to Contract Price Adjustment the amount by which the time-related items are adjusted shall be subject to the Contract Price Adjustment formula."

PSA 8.3 SCHEDULED FIXED-CHARGES

PSA 8.3.1 Contractual requirements

Add the following:

"The sum tendered shall cover all costs incurred in complying with the requirements of the Conditions of Contract, the Scope of Work as well as the fixed costs applicable to the obligations and requirements applicable to the Micro Enterprises Subcontract work as detailed under C3.3: Procurement and C3.5 Management of Part 3: Scope of Work, including the calling and evaluations of such tenders.

Where applicable in terms of the Contract, the sum tendered shall include for the cost of providing and maintaining the special risks insurance stipulated in the Conditions of Contract."

PSA 8.3.2.1 Facilities for Engineer

Replace the contents of this Clause with the following:

"(a) Two Contract Nameboards Unit: Sum
(b) Engineers Offices Unit: Sum

The facilities provided shall comply with the applicable requirements of SANS 1200 AB and PSAB."

PSAB 1 MATERIALS (Subclause 3)

PSAB 1.1 Nameboards (Subclause 3.1)

In the third line delete "with the recommendations for the standard board of the South African Institution of Civil Engineers" and substitute " as shown on the drawings".

PSAB1.2 Office Building(s) (Subclause 3.2)

Add to the Sub-Clause:

In addition to the furnishings listed under sub-items (a) to (i), the following shall be provided and properly maintained: This Specification covers the requirements for office, laboratory, storeroom, locker room, car ports, laboratory equipment and the minimum associated facilities for the use of the Engineer on the site. The Contractor shall provide and lay crusher stones on the entire area of the site camp.

(j) If power is to be used by the Contractor on site electrical installation is to include a light and two 15A plug points plus an adequately sized air conditioning unit * (for heating and cooling) or,

alternatively, one 2000 W electric heater and one 375 mm diameter electric fan.

or

- (j) If power is unlikely to be available on site:
One gas operated light and one gas operated heater plus an adequate supply of gas.
- (k) One refrigerator of at least 100 litre capacity to suit power supply
- (l) One kettle of at least 2 litre capacity to suit power supply
- (m) One tea set comprising 7 cups and saucers, 7 teaspoons, one tea pot, one sugar bowl and one milk jug
- (n) Covered parking for 4 vehicles made of steels poles and net
- (o) Uncovered parking space for 4 vehicles
- (p) One A1 sized drawing board and matching tee-square
- (q) One electric or battery-operated calculator
- (r) A4 Triplicate Books (300 Sheets) of which the Engineer will supply sheet templates, 8 x Site Diary Books and 2 x Site Instruction Books.
- (y) A WiFi router with uncapped data.

PSAB 2 PLANT (Subclause 4)

PSAB 2.1 Cellular Telephone, Laptop Computer and Printer

Delete the Sub-Clause and substitute the following:

The Contractor shall, subject to availability from communication service provider, arrange for the purchasing of a mobile phone in the Engineer's office, for the sole use of the Engineer or his representative. The contractor shall make available a laptop and printer for the sole use of the engineer

PSAB 2.2 Survey Equipment (Subclause 4.2)

Add new Sub-Clause:

The Contractor shall provide the following survey equipment on the Site from the commencement to the completion of the Works:

One theodolite capable of reading to twenty seconds of arc plus tripod

One automatic level and tripod

One levelling staff (4 m long, 1 cm gradations)

Two tacheometric staffs ;(5 m long, 1 cm chess board pattern)

One spirit level (one metre long)
Six steel-tipped ranging rods each 2,5 m long
One 100 m stilon tape
One 5 m steel tape
One hammer (2 kg)
One electronic detector for locating underground services
Steel pegs in sufficient quantities as required

The theodolite may be shared by arrangement between the Contractor and the Engineer or his representative on Site, but the remaining instruments shall be provided for the exclusive use of the Engineer or his representative on Site. The Contractor shall maintain the equipment in good working order and keep it clean until the completion of the Works. The Contractor shall keep the equipment continuously insured against any loss, damage, or breakage and he shall indemnify the Engineer and the Employer against any claims in this regard. Upon completion of the Works the survey equipment as listed above shall revert to the Contractor. The Contractor shall provide the Engineer with an assistant to hold the staff during the project.

PSA 8.3.2.2 Facilities for Contractor

Notwithstanding the detail breakdown of items provided (items a to r), a single sum shall be tendered to cover all these items under the heading of "Facilities for Contractor" and shall include facilities for the Subcontractors.

PSA 8.3.3 Other Fixed-charged Obligations

Add the following:

"The sum tendered shall in addition cover the fixed costs of all obligations and requirements applicable to the subcontract work as detailed under C3.3: Procurement and C3.5 Management of Part 3: Scope of Work."

PSA 8.4 SCHEDULED TIME RELATED ITEMS

PSA 8.4.1 Contractual requirements..... Unit:
Sum

Add the following:

"The sum tendered shall cover all costs incurred in complying with the requirements of the Conditions of Contract, the Scope of Work as well as any time-related costs applicable to the obligations and requirements applicable to the Subcontract work as detailed under C3.3: Procurement and C3.5 Management of Part 3: Scope of Work, including the calling and evaluations of such tenders.

Where applicable in terms of the Contract, the sum tendered shall include for the cost of providing and maintaining the special risks insurance stipulated in the Conditions of Contract.

The sum shall further cover all the time-related establishment costs and be the full compensation to the Contractor for:

- (i) The maintenance of his whole organisation as established for this Contract.
- (ii) The maintenance of all insurances, indemnities and guarantees required in terms of the Conditions of Contract, where applicable.
- (iii) Compliance with all general conditions and requirements which are not specifically measured elsewhere for payment in these Contract Documents.

Payment shall be made monthly in compliance with the method laid down in PSA 8.2.2.

The Contractor will not be paid Time-Related Preliminary and General Charges for any special non-working days, as stipulated in the Conditions of Contract, which shall be deemed to have been allowed for within his rates."

PSA 8.4.2.1 Facilities for Engineer

Replace the contents of this Clause with the following:

- "(a) Two Contract Nameboards..... Unit: Sum
- (b) engineers Offices.....Unit:Sum

The facilities provided shall comply with the applicable requirements of SANS 1200 AB and PSAB.

Payment for the provision of survey labourers will be made pro-rata the period the labourers are provided."

PSA 8.4.2.2 Facilities for Contractor

Notwithstanding the detail breakdown of items provided (items a to j), a single sum shall be tendered to cover all these items under the heading of "Facilities for Contractor" and shall include facilities for the Subcontractors.

PSA 8.4.2.3 Replace the words "periods stated" in the second line of this Clause with the following:

"duration of construction as defined in PSA 8.1.2.1".

PSA 8.4.5 Other Time-related Obligations

Add the following:

"The sum tendered shall in addition cover the time-related costs of all obligations and requirements applicable to the subcontract work as detailed under C3.3 Procurement and C3.5 Management of Part 3: Scope of Work."

"PSA 2* Dayworks

The labour classes shall be defined as follows;

- a) Skilled – Site Management Staff e.g., Contract Manager, Site Agent
- b) Semi-Skilled – Site Foremen, Operator etc
- c) Un-skilled – General labour

The use of daywork rates shall only be paid for work that was agreed in writing by the Engineer.

PSA 8.5 SUMS STATED PROVISIONALLY BY THE ENGINEER

Replace the contents of Clause 8.5 with the following:

"PSA 8.5.1 Works Executed by the Contractor Unit: Prov Sum

Note that these Provisional Sums are allocated for anticipated work that must be executed by the Contractor and which, at tender stage, could not have been determined or quantified. Refer Clause 6.6 of the Conditions of Contract.

The work identified and stated will not constitute a variation in terms of the Contract although the value of such work will be determined in accordance with the principals pertaining to the value of a Variation Order as set out in Clause 6.4 of the Conditions of Contract.

The Contractor will be reimbursed in substitution of the Provisional Sums (if any) allowed in the Bill of Quantities for work to be executed by the

Contractor, in the amounts determined in accordance with the provisions of Clauses 6.4 and 6.6.1 of the Conditions of Contract.

The description of the payment item in the Bill of Quantities will specify and dictate the work to be executed."

"PSA 8.5.2* Additional testing required by the Engineer.... Unit : Provisional Sum

The provisional sum provided in the Schedule of Quantities is to cover the payment of the SANAS registered soils Laboratory to conduct CBR, MOD's and Atterberg Limit tests as directed by the Engineer."

PSA 8.5.3* Overhead, charges, profit etc on item PSA 8.5.2..... Unit : %

The percentage tendered shall be paid to the Contractor on the actual amount paid to the soils laboratory and shall cover the following:

- all costs involved in rectifying and arranging the tests with the laboratory.
- setting out the positions for the tests to be taken by the laboratory as indicated by the Engineer.
- making good all test holes with subbase.
- the cost of all overheads, charges and profits

PSA 8.8 TEMPORARY WORKS

PSA 8.8.2 Dealing with Traffic

Delete the entire Clause. The provision of PSA 5.10 shall apply. Refer also PSA 5.2, PSA 5.3, PSA 5.7 and PSA 5.12"

an extension of time be considered for delays due to non-compliance with the Contractor's health and safety plan.

The sums will be paid to the Contractor in equal monthly amounts.

Refer also PSA 5.2, PSA 5.3, PSA 5.7 PSA 5.10, PSA 5.12, PSA 5.13 and PSA 5.14"

PSAB ENGINEER'S OFFICE

PSAB 3 MATERIALS

PSAB 1.1 NAMEBOARDS

Notwithstanding the provisions of this Sub-Clause, two Contract Nameboards shall be provided. The nameboards shall further comply with regard to size, painting, decorating and detail as detailed on the drawings.

PSAB 1.2 OFFICE BUILDING(S)

Add the following after "Engineer." in the second last sentence:

"The Engineer will require an office, as follows:

- At least 15 m²
- One desk
- 3 chairs
- Two lights
- Air conditioner
- 2 electric plugs
- One car port"
- WiFi router with uncapped data

PSAB 4 PLANT

PSAB 4.1 TELEPHONE

The contractor shall provide the Engineer with the cellphone in accordance with PSAB 2.1.

PSAB 5 CONSTRUCTION

PSAB 5.1 NAMEBOARDS

Replace the contents of this Clause with the following:

"The Contract Nameboard shall be erected within fourteen days of the Commencement Date and shall be placed where ordered. Any damage to this board shall be repaired within seven days of a written instruction issued by the Engineer.

Further to the above the Contractor will not be allowed to erect more than two of his own nameboards in the area of the Works. The position of these shall be agreed to by the Engineer. No payment will be made for the supply, erection or maintenance of the Contractor's nameboards and the Engineer reserves the right to order the removal of the nameboards if not properly maintained.

All nameboards shall be removed within 7 days of the issue of the "Certificate of Completion".

PSAB 5.4 TELEPHONE

Delete the entire contents of this Clause.

PSAB 5.5 SURVEY ASSISTANTS

A survey assistant will be required from time to time to assist the Engineer's Representative. The Contractor shall include the cost in his rates.

PSAB 8 MEASUREMENT AND PAYMENT

Delete the contents of this Clause. The appropriate measurement and payment clauses have been included under Clause 8 of SANS 1200 A and PSA.

PSC SITE CLEARANCE**PSC 3 MATERIALS****PSC 3.1 DISPOSAL OF MATERIAL**

Delete the first two sentences of this clause and replace with:

“Debris arising from clearing and grubbing operations or from the demolition of structures on site shall be removed by the Contractor and disposed of at the St Francis tip site or any other alternate approved tip site.

The rates tendered for the various items under this section shall further cover the cost of loading, transporting and disposing of material at the approved tip site as well as for any fees payable.”

PSC 5 CONSTRUCTION**PSC 5.3 CLEARING**

Add the following after subclause f):

“g) The clearing, breaking up, removal and spoiling of all concrete, brick-paved or bitumen surfaced slabs, walkways and roadways as well as any obstructions, concrete edging, slabs, playground equipment, bollards and other unwanted debris within the road verges and park areas.”

PSC 5.5 RECLEARING OF VEGETATION

Add the following:

“Except if otherwise agreed, where areas have to be re-cleared on the written instruction of the Engineer, such re-clearing shall be carried out at the Contractor’s own cost and the Contractor is advised therefore, not to clear areas at such an early stage that re-clearing may become necessary.”

PSC 8 MEASUREMENT AND PAYMENT**PSC 8.1 BASIC PRINCIPLES**

Add the following:

"The thickness layer that will unavoidably be stripped during clearing of vegetation will be taken as 100mm.

This implies that levels used in earthworks quantity calculations shall be 100mm lower than the original levels excluding stripping of topsoil to stockpile, where applicable.”

Levels to be used for earthworks quantity calculations will be surveyed once the clearing operations have been completed."

PSC 8.2 PAYMENT

PSC 8.2.1 Clear and grub

Replace the first line with the following:

"The areas designated by the Engineer to be cleared and grubbed will be measured in square metre or to the nearest square metre or,"

Delete "(except where 8.2.9 is applicable)" in the seventh line of this Clause.

Add the following:

"The tendered rate shall also cover the cost of loading, transporting and disposing of all rubble, spoil and other unwanted debris encountered in the parks, road reserves or along service routes, irrespective of distance. (Refer also PSC 8.1)"

PSC 8.2.9 Transport material and debris to unspecified sites and dump

Delete this subclause.

Notwithstanding the fact that a disposal site will not be designated by the Engineer, the transportation of all material and debris generated by any clearing and grubbing operations, will not be measured for payment."

PSD EARTHWORKS

PSD 2 INTERPRETATIONS

PSD 2.1 SUPPORTING SPECIFICATIONS

Replace Clause 2.1.2 with the following:

"PSD 2.1.2: Any of the other SANS 1200 Specifications or Particular Specifications may form part of the Contract Documents."

PSD 2.3 DEFINITIONS

Replace the word and the definition for "borrow" with the following:

"Borrow material: Material, other than material obtained from excavations required for the Works, obtained from sources such as borrow pits or the authorised widening of excavations. 'Borrow' shall have a corresponding meaning."

Replace the definition for "specified density" with the following:

"Specified density: The specified dry density expressed as a percentage of modified AASHTO dry density."

Replace the definition for "stockpile" with the following:

"Stockpile (verb): The process of selecting and, when necessary, loading, transporting and off-loading material in a designated area for later use for a specific purpose."

Add the following definitions:

"Commercial Source: A source of material provided by the Contractor, not the Employer, and including any borrow pit, provided by the Contractor.

Fill: An embankment or terrace constructed of material obtained from excavations or borrow pits.

Fill (material): Material used for the construction of an embankment or terrace.

Roadbed: The natural in situ material on which the fill, or in the absence of fill, the pavement layers, are constructed."

PSD 3 MATERIALS

PSD 3.1 CLASSIFICATION FOR EXCAVATION PURPOSES

PSD 3.1.1 Method of Classifying

Add the following:

"The classification of material other than 'soft excavation' shall be agreed upon before excavation may commence.

The Contractor shall immediately inform the Engineer if and when the nature of the material being excavated changes to such an extent that a new classification is warranted for further excavation. Failure on the part of the Contractor to advise the Engineer in good time shall entitle the Engineer to reclassify, at his discretion, such excavated material."

PSD 3.1.2 Classes of excavation

Notwithstanding the provisions of this subclause no distinction will be made between soft and intermediate excavation. All excavation, other than in hard rock and boulder excavation, shall for measurement and payment purposes be classified as soft excavation.

PSD 3.2.1 Material suitable for embankments and terraces

Add the following to paragraph (b):

Provided sufficient fines are mixed with the rock to ensure a dense compacted mass can be achieved.

PSD 3.2.3 Material Suitable for Backfill or Fill against Structures

Replace the contents of this sub-clause with the following:

"Material used for backfill behind structures shall generally be the material excavated, subject to the following conditions:

(a) The material shall not contain an excessive number of stones retained on a 50 mm sieve; and

(b) The material shall not contain large clay lumps that do not break up under the action of the compaction equipment; and

(a) The liquid limit of the material shall not exceed 40, neither shall the PI exceed 18.

(b) The minimum compaction shall be 93% of modified AASHTO maximum density."

PSD 3.3 SELECTION

PSD 3.3.1 General

Replace the second paragraph with the following:

"The Contractor shall deal selectively with materials from all excavations to ensure that no acceptable backfill or bedding material is contaminated by material unfit for use. No additional payment shall be made in this regard and all costs related to the above selection process shall be included in the applicable payment items. Should useful material be contaminated to such an extent that it is regarded as unfit for use the Contractor shall at his own cost dispose of this material and replace it with material of an equivalent standard to the acceptable in situ material."

PSD 3.3.2 Backfilling and embankments

With reference to the last line of this subclause the material to be used for backfill shall be either 15MPa/19 concrete or material complying with 3.2.2 compacted in 150mm layers to 90% of modified AASHTO maximum density, as ordered on site.

"PSD 3.3.3* Selection in Excavations and Borrow Pits

Approval of a borrow area for a certain purpose does not necessarily mean that all the material in that area is suitable for the specified purpose. It does mean that the borrow area contains some suitable material. The onus shall rest on the Contractor to ensure that only material that is indeed suitable is removed and used for the specified purpose.

When the Contractor has to select excavated material for a specific purpose, the above provisions relating to borrow areas shall apply *mutatis mutandis* to excavations.

The Contractor shall not waste or contaminate material that has been selected for a specific purpose."

PSD 4 PLANT

PSD 4.4 DETECTORS

Replace the contents of Clause 4.4 with the following:

"The Contractor shall, for the purposes of detecting and locating underground services in accordance with the provisions of Subclause 5.4 of SANS 1200 A and Subclause 5.1.2 of SANS 1200 D, at its own cost, provide and use detecting equipment which is suitable for the detection of underground cables and pipes."

PSD 5 CONSTRUCTION

PSD 5.1 PRECAUTIONS

PSD 5.1.1 Safety

PSD 5.1.1.1 Barricading and lighting

Replace "Machinery and Occupational Safety Act, 1983 (Act 6 of 1983)" with "Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Construction Regulations 2014".

PSD 5.1.1.2 Safeguarding of excavations

Replace "Machinery and Occupational Safety Act" with "Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Construction Regulations 2014".

Add the following to paragraph (b) (1):

"Payment for supporting the sides of excavations and trenches shall be deemed to be included in the rates tendered for excavations. No separate payment will be made in this regard and it will be the Contractor's responsibility to ensure the safety and stability of all excavations.

Where trenches have to be widened to accommodate manholes, junction boxes, etc., the cost of supporting the vertical sides of such additional excavations will be deemed to be included in the rates tendered for excavation."

Add the following to paragraph (b) (2):

"The slope of the sides of an excavation or trench may never be steeper than 60° to the horizontal and all costs incurred to slope the sides of an excavation or trench will, irrespective of the angle of the slope, be deemed to be included in the rates quoted for excavation."

PSD 5.1.1.3 Explosives

Replace the contents of this subclause with the following:

"No overbreak allowance shall apply to this Contract.

The Contractor will generally be permitted to use explosives for breaking up hard material during excavations, for demolishing existing structures, and for other purposes where explosives are normally required, subject to the following conditions:

- (a) The Engineer may prohibit the use of explosives in cases where, in his opinion, the risk of injury to persons or damage to property or to adjoining structures is too high. Such action by the Engineer does

not entitle the Contractor to additional payment for having to resort to less economical methods of construction.

- (b) The Engineer's prior written approval shall be obtained for each and every blasting operation. This approval may be withheld if the Contractor does not use explosives responsibly and carefully.
- (c) The Contractor shall comply fully with the requirements of the Explosives Act, Act 83 of 1997 and all other legislation and regulations as may be applicable to blasting and the use of explosives.
- (d) Before blasting is undertaken, the Contractor shall satisfy the Engineer that he has established whether or not the insurers concerned require pre- and post-blasting inspections of buildings and structures within a certain radius of the proposed blasting.

Should such inspections be required, the Contractor shall, together with the Engineer and the insurer, examine and measure the buildings, houses or structures in the vicinity of the proposed blasting site and establish and record, together with the owner, lessee or occupier, the extent of any existing cracking or damage before the commencement of blasting operations.

- (e) When there is a possibility of damage to power and telephone lines or any other services or property, the Contractor shall adapt his method of blasting and the size of the charges and shall use adequate protective measures (e.g. cover-blasting, to reduce the risk of damage.
- (f) All accidents, injury to persons and animals and damage to property shall be reported to the Engineer in detail and in writing as soon as is practicable.
- (g) The Engineer shall be given 24 hours' notice by the Contractor before each blasting operation is carried out.
- (h) When blasting to specified profiles, the Contractor shall so arrange the holes and charges that the resulting exposed surfaces are as sound as the nature of the material permits. The Contractor shall make good, at its own expense, any additional excavation necessitated by the shattering of rock in excess of any overbreak allowances specified in the Scope of Works or given on any drawing.

Notwithstanding the Contractor's compliance with the above provisions, the Contractor shall remain liable for any injury to persons and animals and loss of or damage to property occurring as a result of blasting operations."

PSD 5.1.2 Existing services**PSD 5.1.2.2 Detection, location and exposure**

Replace the contents of Clause 5.1.2.2 with the following:

“The exposure by the Contractor of underground services, as required in terms of Clause 5.4 of SANS 1200 A and PSA 5.4 shall be carried out by careful hand excavation at such positions and to such dimensions as are agreed to by the Engineer.

Unless otherwise instructed or agreed by the Engineer, no service shall be left exposed after its exact position has been determined and all excavations carried out for the purposes of exposing underground services shall be promptly backfilled and compacted to the following densities:

(a) In roadways: 95% Mod AASHTO density; and

(b) In all other areas: 93% Mod AASHTO density.

Where hand excavations to expose underground services have to be carried out in roadways, the Contractor shall reinstate the road layerworks in accordance with the provisions of the Contract or as directed.

Payment in respect of the exposing of the services by means of hand excavation as described above shall be deemed to be covered by the rates tendered under items PSA 8.8.4(c).”

Payment in respect of the reinstatement of layerworks in road ways will be made in accordance with PSDB 8.3.6.1 and subclause 8.3.6.1 of SANS 1200 DB.”

PSD 5.1.2.3 Protection of cables

Replace Clause 5.1.2.3 with the following:

“5.1.2.3 Protection during Construction

Further to the requirements of PSA 5.4.2 and Subclause 5.4.2 of SANS 1200 A, major excavating equipment and other Plant shall not be operated dangerously close to Known Services. Where necessary, excavation in close proximity to Known Services shall be carefully carried out with suitable hand tools, excluding picks wherever their use could damage the services. **No additional payment will apply to such more difficult work.**

Should any service not being a Known Service be discovered or encountered during the course of the Contract, the Contractor shall, in addition to complying with the requirements of Sub-clause 5.4.2 of SANS 1200 A (as amended), immediately notify the Engineer thereof and

implement such measures as will prevent damage of such service or, if it was damaged in the course of discovery, will prevent and minimise the occurrence of any further damage occurring.”

PSD 5.1.2.4 Negligence

The Contractor shall not repair any service damaged. Where the damage is the result of the Contractor's negligence he shall bear all costs of the repairs undertaken by the owner, as well as the costs of associated damages.”

PSD 5.1.6 Road traffic control

Delete the contents of Clause 5.1.6 and replace with the following:

“The provisions of PSA 5.10 shall apply as applicable. Where the work affects the operation or safety of public road traffic, vehicular and/or pedestrians in addition, to complying with the requirements of 5.1.1.1, the Contractor shall provide, erect and maintain traffic signs, personnel and equipment that conform to the requirements, layout and guidelines of the “South African Road Traffic Signs Manual”, as well as the Site Manual entitled “Safety at Roadworks in Urban Areas” as published by the Department of Transport, in number and in layout, as shown in these manuals.

Where necessary and as shown in these manuals, warning lights, an adequate number of flagmen and appropriate barricades, clearly visible to oncoming traffic at all times of the day and night shall be provided. If steel drums are used for this purpose, they shall be ballasted with soil, sand or stones and the outside shall be whitewashed and provided with retro-reflective material (in the case of tape, of minimum width 10 mm), red on the left-hand side facing oncoming traffic and white on the right-hand side. The drums shall be maintained in a clean and effective condition and no stones shall be placed on them.

No direct payment will be made for the cost of providing and complying to the aforementioned. Payment will be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the Contract.”

PSD 5.2 METHODS AND PROCEDURES

PSD 5.2.1 Site preparation

PSD 5.2.1.2 Conservation of topsoil

Add the following:

“Topsoil ordered to be stripped and conserved for later use shall be stockpiled in a manageable heap where designated by the Engineer. The

material together with such vegetation and small roots as may occur within the specified depth shall be stripped, loaded, transported to stockpile within a freehaul distance of 0,5 km, maintained and wetted (dust control) for the full duration of the Contract or until use."

PSD 5.2.2 Excavation

PSD 5.2.2.1 Excavation for General Earthworks and for Structures

Add the following to paragraph (b):

"When the nature of the material precludes the above procedure, additional excavations shall be carried out to provide working space for the erection of formwork. In general, payment will be made for excavating a working width of 600 mm, but the Contractor may excavate a greater working width at no additional cost to the Employer."

Replace the first sentence of paragraph (e) with the following:

"Where excavations have been carried below the authorised levels, the Contractor shall backfill such excavations to the correct level with approved gravel material compacted to 98% of modified AASHTO density or to the density of the surrounding material, whichever is the higher density.

Where excavations for structures have been carried out in hard material, the Engineer may direct that over-excavation be backfilled with weak concrete if there is a danger of settlement or differential settlement of the foundations.

Where the sides of excavations against which concrete is to be cast have been over-excavated or have collapsed partially, the Contractor shall re-trim the excavations if necessary and, unless other remedial measures are agreed to by the Engineer, shall cast the concrete for the structure, including the additional concrete that may be required as a result of the over-excavation or partial collapse. The cost of the additional concrete or remedial measures shall be for the Contractor's account."

PSD 5.2.2.3 Disposal

Replace the second sentence with the following:

"The Contractor shall provide necessary spoil sites for the spoiling of all surplus and unsuitable materials and shall make the necessary arrangements with the owner of the site where the material is disposed of and pay all charges and levies as may be applicable for the use of such spoil sites.

Every spoil site provided by the Contractor shall be approved by the local authority in whose area it is located and the spoiling shall comply with the

applicable statutory and municipal regulations as well as the requirements of the owner of the spoil site.

No direct payment will be made for locating and making arrangements for suitable spoil sites and for the spoiling and haul of material at and to such sites. Payment will be deemed to be covered by the various rates tendered and paid."

PSD 5.2.2.4* Selection and Stockpiling

Approval or designation of the material in a particular borrow pit or excavation for a particular purpose does not imply that all the material in the borrow pit or excavation is suitable for the particular purpose for which the said approval or designation relates, nor that all material in the borrow pit or excavation should be used for the particular purpose. The Contractor shall select suitable material from that borrow pit or excavation, discard unsuitable material and reserve material for other purposes as necessary.

The Contractor shall organise and carry out its operations in such a manner as will prevent the contamination of suitable embankment, fill and backfill material with unsuitable materials. Any excavated material which becomes, in the Engineer's opinion, unsuitable for use in embankments, fills or backfill as a result of contamination, shall be disposed of in a manner acceptable to the Engineer and shall be replaced by the Contractor with materials acceptable to the Engineer, all at the Contractor's cost.

When required, or when ordered by the Engineer, material shall be temporary stockpiled at sites indicated by the Engineer for later use. The additional costs of stockpiling material shall be paid to the Contractor in accordance with the provisions of Sub-clause PSD 8.3.14.

PSD 5.2.3 Placing and Compaction

PSD 5.2.3.1 Embankments

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

"Each layer shall be compacted at OMC to a density as specified and in the case of cohesive soil and 100% of modified AASHTO maximum density in the case of non-cohesive soil."

PSD 5.2.3.3* The material of each area of fill shall, unless otherwise approved, be deposited in layers of thickness, before compaction, not exceeding 150 mm. The material shall be spread to form a layer that is approximately uniform thickness, and graded over the whole area of the fill site.

Each layer shall be compacted at OMC to a density of at least 93% of modified AASHTO density in the case of cohesive soil or 100% in the case of non-cohesive soil. Should the material be too wet, owing to rain or any other cause, it shall be harrowed and allowed to dry out to the correct moisture content before compaction is undertaken.

The contractor shall ensure that stormwater will at all times be discharged uniformly over the full fill area or through specially prepared and protected drainage ditches to prevent scouring of the slopes."

"PSD 5.2.3.4 Backfilling over-excavation and overbreak

The material to be used shall comply with 3.2.1, except that the maximum particle size shall not exceed $\frac{2}{3}$ of the thickness of the layer being placed, and shall be compacted to at least 95% of modified AASHTO maximum density.

PSD 5.2.4.3 Grass and other vegetation

Add the following:

"Grass sods shall be fine kweek (Cynodon Dactylon) as specified by the Engineer.

The grass sods shall be nursery grown, cut, delivered and laid within 36 hours from harvesting. It shall be free of weeds and disease and contain a minimum soil thickness of at least 30 mm.

The area to be harvested shall be well watered prior to harvesting and handled with extreme care to retain the maximum amount of moisture and soil within the roots. The contractor shall place and plant the sods on the areas indicated by the Engineer. Prior to the placement, the area to receive sods shall be fertilized by applying 40g/m² of super phosphate fertiliser and thereafter be well watered.

Sods shall be fitted closely together and any hollows shall be filled with topsoil to produce an even and smooth surface. During and directly after the laying the sods, the sods shall be well watered and rolled to obtain a level and even surface."

PSD 5.2.5 Transport for Earthworks

Replace the entire contents of Sub-clause 5.2.5 with the following:

"The transport and haul of all materials, as well as material imported from commercial sources or borrow pits selected by the Contractor, irrespective of the distance and source, shall be deemed to be freehaul, the cost of which shall be included in the Contractor's tendered rates and prices for the excavation of the materials.



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No separate compensation shall apply for the transportation of excavated materials.”

PSD 6 TOLERANCES

PSD 6.1 POSITIONS, DIMENSIONS, LEVELS, ETC.

Add the following:

“PSD 6.1(c) Bulk earthworks

The tolerances applicable to excavations for structural foundations (degree of accuracy II), as specified in Subclause 6.1(a) shall apply, provided no ponding areas or adverse grades result.”

PSD 7 TESTING

PSD 7.2 TAKING AND TESTING OF SAMPLES

Replace the contents of this subclause with the following:

"The Contractor shall arrange with the approved independent laboratory engaged by the Contractor in terms of clause C3.4.9 of the Scope of Works, to carry out sufficient tests on a regular basis as agreed between it and the Engineer to determine whether the degree of compaction, and, where applicable, the quality of materials used, comply with the Specifications and shall submit the results of these tests to the Engineer in a form approved by him.

The compaction requirements for fills shall be deemed complied with when at least 75% of the dry-density tests on any lot show values equal to or above the specified density and when no single value is more than five percentage points below the specified value."

PSD 8 MEASUREMENT AND PAYMENT

PSD 8.3 SCHEDULED ITEMS

PSD 8.3.1 Site Preparation

Replace Clauses 8.3.1.1 and 8.3.1.2 with the following:

"Where Site preparation such as clearing, grubbing, the removal of large trees or the removal and stockpiling of topsoil or surface obstructions are required, the provisions and scheduled items of SANS 1200 C shall apply."

PSD 8.3.6 Overhaul

Delete Sub-clause 8.3.6.

No overhaul will be paid on material for the purposes of this Contract and all costs for transporting material shall be included in the applicable tendered rates and amounts.

PSDA EARTHWORKS (SMALL WORKS)

PSDA 3 MATERIALS

PSDA 3.1 Classification For Excavation Purposes

Delete SANS 1200 D Clause 3.1 and replace with the following:

PSDA 3.1.1 Method of Classifying

The Contractor may use any method he chooses to excavate any class of material but his chosen method of excavation shall not determine the classification of the excavation. The Engineer or his Representative will decide on the classification of materials. In the first instance classification will be based on inspection of the material to be excavated and on the criteria given in PSD 3.1.2(a) and (b).

PSDA 3.1.2 Classes of Excavation

All materials encountered in any excavation for any purpose including restricted excavation will be classified as follows:

(a) Hard rock excavation

Hard rock excavation shall be excavation in material (including undecomposed boulders exceeding 0.17 cubic metres in individual volume) that cannot be efficiently removed without blasting, wedging and splitting, or hydraulic hammers.

This classification includes materials such as:

- solid unfractured rock occurring in bulk
- solid ledges thicker than 200mm
- igneous rock intrusions
- cemented sedimentary rocks.

(b) Soft Excavation

Any material which can be removed by bulldozers or backhoes, shall be classified as soft excavation.

Soft excavation shall be material not falling into the category of hard rock excavation.

PSDA 5 CONSTRUCTION

PSDA 5.1. Precautions

PSDA 5.1.1.2 Safeguarding of excavations

Safeguarding of excavations will be the contractors full responsibility.

PSDA 5.1.1.3 Explosives

No blasting will be allowed

PSDA 5.1.2.4 Negligence

The applicable requirements of subclause 5.4 of SANS 1200A shall apply.

PSDA 5.1.8 Road traffic control

Traffic signs, barriers and flagmen will be required and shall be installed / placed as required. The requirements of subclause PSA 5.11* will also apply.

PSD 5.2.6.2 Overhaul

Delete the contents of this clause. For the purpose of this contract, all haul shall be deemed to be freehaul, and the contractor is to include the cost of haul / transport in the relevant tendered rates.

PSDM EARTHWORKS (ROADS, SUBGRADE)

PSDM 1 SCOPE

Add the following:

“This specification shall also cover the construction of the pioneer layer.”

PSDM 2 INTERPRETATIONS

PSDM 2.3 DEFINITIONS AND ABBREVIATIONS

Notwithstanding the definition of roadbed given under Clause 2.2 of SANS 1200 M, all in-situ surfaces requiring compaction as indicated on the drawings, shall be classified as roadbed.

PSDM 3 MATERIALS

PSDM 3.1 CLASSIFICATION FOR EXCAVATION PURPOSES

Notwithstanding the provisions of this Clause, the excavation of material will, for purposes of measurement and payment, be classified as specified in PSD 3.1.

PSDM 3.2.2 Fill

Notwithstanding the requirements of this Clause, material from commercial sources or borrow pits located by the Contractor, to be used in the fill, shall comply with the requirements of Clause 3.2.3 and PSDM 3.2.3.

PSDM 3.2.3 Selected layer

Replace the contents of this Clause with the following:

"The following requirements shall apply in respect of the selected layer:

- a) Maximum particle size: 60% of compacted layer thickness
- b) Unstabilised selected layer:
 - (i) Upper selected layer

Minimum CBR at 93% of modified AASHTO density: 15

Maximum PI: 12 (the Engineer has the right to alter this requirement to 3 x the grading modulus + 10)

Note:

The requirements for the upper selected layer also apply where only one selected layer is specified.

(ii) Lower selected layer and Pioneer layer

Minimum CBR at 93% of modified AASHTO density: 7

Maximum PI: 12 (the Engineer has the right to alter this requirement to 3 x the grading modulus + 10)

PSDM 5 CONSTRUCTION

PSDM 5.1.2 Accommodation of traffic

The requirements of Clauses PSA 5.10 and PSD 5.1.6 shall apply regarding the control and temporary accommodation of traffic.

PSDM 5.2.2.2 Dimensions of cuts

Delete "suitable material 7" in the fifth line and replace with "material complying with 3.2.3 and PSDM 3.2.3."

PSDM 5.2.2.3 Use of material

Add after "borrow pits" in the second line of Sub-clause (a): "or commercial sources."

PSDM 5.2.2.5 Disposal of surplus or unsuitable material

Add after "directed" in the second line of this Clause "(refer PSD 5.2.2.3)".

PSDM 5.2.3.2 Removal of unsuitable ground

Replace the second sentence of paragraph (a) with the following:

"The excavated spaces shall then be backfilled with approved imported material compacted to the required density."

Add the following sentence to paragraph (b):

"Unsuitable excavated material will be paid for as cut to spoil."

PSDM 5.2.3.3 Treatment of roadbed

Add the following to Clause (a):

"The depth of compaction shall be 150mm."

PSDM 5.2.4.3 Finishing

Notwithstanding the provisions of this Clause the requirements of PSDM 5.2.9 shall as applicable apply to the finishing off of verges.

PSDM 5.2.5 Selected layer

Replace the contents of this Clause with the following:

“Except with regard to density, the requirements of Clause 5.2.4 shall apply. The degree of compaction shall be:

Upper selected / Selected : 95% of modified AASHTO maximum density.

Lower selected : 95% of modified AASHTO maximum density.”

PSDM 5.2.8. Transport

Replace the contents of this subclause with the following:

“The provisions of Subclause PSD 5.2.5 of SANS 1200 D, as amended, shall apply.”

“PSDM 5.2.9* Trimming, shaping and rolling of verges

During the initial earthworks the verge width shall be cut or filled to approximately the final level and shall be kept trimmed and tidy during construction of the works. Where specifically ordered and after the completion of the road layers, including the surfacing, and after construction of the necessary kerbs, including the satisfactory backfilling behind the kerb, the verge shall be finished off, trimmed, shaped, rolled and compacted, to the lines and levels shown on the drawings or as specified.

The verge material shall consist of that material which would normally be occurring at that position or depth when in cut and shall not be contaminated by foreign materials such as bricks, basecourse material, horticultural inferior materials from trench excavation, etc. Verges in fill conditions are to consist of the material as specified for the fills and similarly not be contaminated with foreign materials.

Over those areas and sections of verge where grass is to be planted or where other cover is specified, the verge shall not receive the treatment (trimmed, shaped and rolled) described above.

The Contractor shall be responsible for taking the necessary precautions and measures to control the dust nuisance which may arise due to his operations on the verge, whether from the natural ground surface or topsoil layer, until the verge is accepted by the Engineer.”

“PSDM 5.2.10* Dimension and Level Control and Process Control

The Contractor shall submit to the Engineer records of dimension and level control and/or process control prior to requesting the Engineer to carry out any routine tests and/or inspections.

A sample form can be obtained from the Engineer.”

“PSDM 5.2.11* Requesting of Tests

Tests and Inspections of the works will only be carried out by the Engineer once the appropriate test/inspection request forms have been fully completed. Test/inspection request forms can be obtained from the Engineer.

PSDM 6 TOLERANCES

"PSDM 6.5* DIMENSION AND LEVEL CONTROL

The requirements of PSM 6.4 shall apply."

PSDM 7 TESTING

PSDM 7.3 ROUTINE INSPECTION AND TESTING

Replace Table 2 and the contents of Clause 7.3.2 with the following:

"The dry density requirements for a particular lot of selected layer or wearing course shall be deemed to be satisfied if the average density and the results of individual tests meet the requirements specified in Table 2 below. Refer to Clause PSD 7.2 for the requirements for fill.

TABLE 2 - DENSITIES

1	2	3	4	5
Layer	Specified density (% of modified AASHTO density)	Number of tests per lot	Average density %	Minimum density for any single test, %
Upper selected	93	3 and 4 5 6	93,1 93,4 93,6	89,4 89,2 89,0
Lower selected layer or pioneer layer	93	3 and 4 5 6	93,1 93,4 93,6	89,4 89,2 89,0

"PSDM 7.4* INSPECTION AND TESTING BY ENGINEER

The requirements of PSM 7.3 shall apply."

PSDM 8 MEASUREMENT AND PAYMENT

PSDM 8.1 BASIC PRINCIPLES

Add the following:

"The requirements of PSM 8.2 shall apply. The Contractor shall further make provision in the various rates for the construction of the roadbed, fill and selected layer for the cost of his own process control testing and the cost of complying with PSDM 6.5 and PSDM 7.4."

PSDM 8.2 COMPUTATION OF QUANTITIES

Replace Clauses 8.2.1 to 8.2.3 (inclusive) with the following:

"PSDM 8.2.1 The provisions of Clause 8.2.1 of SANS 1200 D shall apply.

PSDM 8.2.2 The provisions of Clause 8.2.2 of SANS 1200 D shall apply.

PSDM 8.2.3 The provisions of Clause 8.2.2 of SANS 1200 D shall apply."

PSDM 8.2.5 Verifying quantities

Replace the first sentence of this Clause "Before the work quantities" with the following:

"After the works have been set out and the area cleared (including the demolition of buildings and removal of brick and asphalt paving as well as surface obstructions), the Contractor shall allow the Engineer reasonable time to take cross-sections for the purpose of measurement and payment of cut and fill quantities. The latter being subject to the adjustments stipulated in Clause 8.2.2."

PSDM 8.3.3 Treatment of roadbed

Add the following to Clause 8.3.3(a):

"(4) Minimum of 97% of modified AASHTO maximum density: Unit : ... m³

Add the following paragraph to the end of Clause 8.3.3(a):

"The unit of measurement shall be the cubic metre of material recompacted as specified and the volume shall be determined from levelled cross-sections on which are superimposed the levels to which the roadbed is to be constructed. When material is imported to make up the required volume, such material will be paid for as cut or borrow to fill as relevant.

Note:

No additional payment will be made for difficult work or hand operations in confined areas.”

PSDM 8.3.7 Cut to spoil or stockpile from

Delete paragraph (b). In terms of PSDM 3.1 intermediate excavation will not be separately measured for payment.

Add the following:

"Separate items will be scheduled for cut to spoil and cut to stockpile. The rate tendered shall further cover the cost of complying with the requirements of Clause 5.2.3.2 irrespective of the depth or extent of the material ordered to be removed, or whether the order to remove unsuitable material is given after the completion of any initial cut operation.

The tendered rate shall further, in the case of cut to spoil, include full compensation for transporting the material regardless of the distance involved and for all other incidental cost to dispose of the spoil material. (Refer also PSD 5.2.2.3, PSD 5.2.5 and PSDM 8.3.12)."

PSDM 8.3.12 Overhaul

Delete this item as no overhaul will be paid on material for the purposes of this contract and all the costs for transporting material shall be included in the applicable tendered rates and amounts.

PSDM 8.3.13 Surface finishes

Replace the contents with the following:

"a) Topsoiling from on-site sources Unit: m²

The rate shall cover the cost of excavating from stockpiles formed in terms of 5.2.1 and hauling and spreading in terms of subclause 5.2.4.2 of SANS 1200 D or subclause 5.2.5.2 of SANS 1200 DA, as applicable.

b) Topsoiling from commercial sources Unit: m²

The rate shall cover the cost of acquiring and hauling, regardless of distance, the required topsoil material mix complete with fertiliser as specified and for spreading in terms of subclause 5.2.4.2 of SANS 1200 D or subclause 5.2.5.2 of SANS 1200 DA, as applicable.

c) Grassing or other cover Unit: m²

Separate items shall be scheduled for the various covers specified.

The rate shall cover the cost of acquiring and hauling, regardless of distance, the required grassing or cover specified, for applying, placing, fertilizing, constructing, watering and rolling the specified cover all in terms of subclause 5.2.4.3 of SANS 1200 D or subclause 5.2.5.3 of SANS 1200 DA, as applicable.

Grassing and other vegetation specified shall be obtained from a reputable source.

Note: This item is not applicable to quantities measured under 8.3.2(b).

d) Trim, shape and roll verge, where ordered Unit: m²

Measurement shall be the surface area of the verge prepared in accordance with the requirements of PSDM 5.2.9. The rate tendered shall cover the cost of all things necessary to finish off the verge as specified, including the incorporation of material to make up for material lost due to weather or other reasons. (Cut and fill to bring verge to level payment under 8.3.4).

Add the following subclauses

excavation items as applicable.”

“PSDM 8.3.18*Construct the selected layers with material from commercial sources.....Unit: m³

The rate shall cover the cost of locating the source, complying with all the relevant precautions required in terms of Clause 5.1, SANS 1200 D, procuring the material, basic selection, transporting from source to point of deposition on the road, spreading, watering, compacting, final grading, complying with the tolerances and testing.”

PSGA CONCRETE (SMALL WORKS)

PSGA 1 SCOPE

Add the following:

"This specification shall also cover the construction of the concrete walkways, traffic circles and concrete slabs."

PSGA 3 MATERIALS

PSGA 3.2 CEMENT

PSGA 3.2.1 Applicable Specifications

Replace the contents of this subclause with the following:

"Notwithstanding the contents of this Clause, where reference is made in this specification or the standard specifications to any cement specification, it shall be replaced with the following specification, SANS EN 197-1-Cement-Part 1: Composition, specifications and conformity criteria for common cements.

On this Contract cement grade CEM I 42, 5 shall be used."

PSGA 3.2.2 Storage of cement

Add the following:

"Cement shall not be stored for longer than 12 weeks without the Engineer's permission."

"PSGA 3.8* Curing compound

Curing compound shall be white pigmented natural resin based liquid curing compound complying with ASTM 309-74."

"PSGA 3.9* STAINLESS STEEL

The following grades of stainless steel shall be used:

- 316L for welded applications,
- 316 for not-welded applications."

"PSGA 3.10* MATERIALS FOR BUILDING WORK

PSGA 3.10.1 Cement

The requirements stipulated for subclause 3.2.1 and PSGA 3.2.1 shall apply.

PSGA 3.10.2 Sand

Sand for mortar shall comply with SANS 1090.

PSGA 3.10.3 Bricks

Brickwork shall be built in stretcher bond. The walls shall be built to the dimensions shown on the Drawings or ordered. All bricks shall be well soaked in water immediately before being laid and the previous course of bricks shall be well wetted before the laying of the following course.

Walls shall be carried up regularly so that no brickwork is more than 1m higher than adjoining brickwork.

All bricks shall comply with SANS 227 and shall be NFX burnt clay masonry units free of stones, cracks and other defects. The bricks shall be obtained from an approved manufacturer and samples of the bricks shall be submitted to the Engineer for approval.

PSG 3.10.4 Mortar

Mortar shall comprise of the cement, lime and sand mixed in the proportions given below:

Cement:	50 kg
Lime:	0 – 40L
Sand:	130L (measured loose and damp)"

PSGA 4 PLANT**"PSG 4.4.2 Finish**

The finish to all exposed concrete shall be smooth and that to buried or backfilled surfaces, rough.

PSGA 5 CONSTRUCTION**PSGA 5.4 CONCRETE****PSGA 5.4.1.5 Strength Concrete**

Add the following:

"The Contractor shall when requesting approval of a mix design, submit the constituent proportions of the proposed mix together with the results of compressive strength tests carried out."

PSGA 5.4.2 Batching

Notwithstanding the requirements of this Clause, the method of batching shall be subject to approval.

PSGA 5.4.7 Curing and protection

Notwithstanding the provisions of this subclause, all cast in situ concrete shall, except where otherwise authorised, be cured in accordance with the requirements of subclause (c) using curing compound of the type specified in PSGA 3.8.

PSGA 5.4.8 Concrete surfaces

All unformed concrete surfaces shall, except where otherwise ordered, be given a wood float finish.

“PSGA 5.5* CONSTRUCTION OF CONCRETE SURFACING

The surfaces on which concrete are to be cast shall, after being trimmed and compacted, be covered with a sprayed bitumen emulsion primer or polyethylene sheeting of nominal thickness 0, 25 mm, all joints in the sheeting being overlapped at least 150mm. Care shall be taken not to damage the bitumen layer or the polyethylene sheeting (as relevant) during the placing of reinforcement and during concreting.

Joints in concrete shall be sealed and shall be constructed as shown on the drawings. The paving shall be cast in alternate panels and, after the concrete in the alternate panels has set, the exposed end surfaces shall be painted with bituminous emulsion before the intermediate slabs are cast.

The exposed surfaces of the concrete shall be given a broom textured finish and shall be cured as specified in 5.4.7 and PSGA 5.4.7.”

“PSGA 5.6* BRICKWORK

Brickwork shall be built in stretcher bond, except for the top course of the walls which shall be built in soldier course. The walls shall be built to the dimensions shown on the drawings or ordered. All bricks shall be well soaked in water immediately before being laid and the previous course of bricks shall be well wetted before the laying of the following course.

Walls shall be carried up regularly so that no brickwork is more than 1m higher than adjoining brickwork.

Mortar joints shall not exceed 10 mm in thickness and shall be pointed. The mortar used shall be mixed in small quantities and used within 2 hours of mixing. Bricks shall further be clay fire bricks to SANS 227.”

PSGA 6 TOLERANCES

PSGA 6.4 PERMISSIBLE DEVIATIONS

Add the following:

"Notwithstanding the tolerances specified for the construction of the embankment, the following tolerances shall apply to the construction of the apron slab:

Position in plan	:	Within 100mm of its designated position, provided that over any length of 30m, the deviation from a straight line joining the extremities of the 30m section, shall not exceed 25mm.
Thickness	:	Not less than 95mm.
Width	:	± 25 mm provided the requirements with respect to alignment are met.
Level	:	± 10 mm provided the requirement with respect to thickness is met and that the distance between the surface and a 3m straight edge placed on the apron slab is nowhere more than 5mm.

PSGA 7 TESTS

PSGA 7.1.2 Frequency of sampling

Notwithstanding the requirements of this subclause, the Contractor shall take note that he is responsible for taking an adequate number of tests to ensure that the concrete being used complies with the specification. The Engineer will only carry out such control testing as he may require.

PSGA 8 MEASUREMENT AND PAYMENT

PSGA 8.1.2 Reinforcement

Replace the contents of this clause with the following:

"The unit of measurement for steel bars shall be the ton of reinforcement in place in accordance with the drawings or as authorised by the Engineer.

The unit of measurement for welded steel fabric shall be the square metre of fabric reinforcement in place and the quantity shall be calculated from the nett area covered by the mesh, excluding laps.

Clips, ties, separators, stools and other steel used for positioning reinforcement shall not be measured unless shown on the bending schedules.

The rate tendered shall cover the cost of the supply, delivery, cutting, bending, placing and fixing of the steel reinforcement, including all tying wire, stools, supports and waste."

PSGA 8.1.3 Concrete

Delete all references to "intermediate excavation" throughout this subclause.

Notwithstanding the provisions of subclause 8.1.3.1 (b) and (d) concrete required to replace overbreak or over-excavation will not be measured for payment (refer PSD 3.2.2, PSD 5.1.1.3 and PSD 5.2.2.1).

Add after "testing" in the second line of subclause 8.1.3.3(a) "including transport to an approved laboratory."

PSGA 8.4.4 Unformed surface finishes

Add the following :

"(c) Broom textured finishUnit : m²"

"PSGA 8.4.5*Concrete surfaces (Surface area to be paved, thickness and grade of concrete specified)

.....Unit: m²

The unit of measurement shall be the plan area of concrete surfacing to be placed, irrespective of shape, cross-sectional slope or longitudinal grade.

The rate tendered shall cover the cost of all labour, plant, materials, formwork and incidentals required to construct the surfacing complete as detailed on the drawings, including for the rounding the edges, trimming and compaction of the layer to receive concrete, in the positions and to the extent shown on the drawings, or directed on site, including sprayed bitumen emulsion primer or polyethylene sheeting, formwork, mesh reinforcement, where applicable, and for texturing. (Expansion joint will be measured elsewhere).

Note :

The testing of the surfacing will be carried out in terms of the applicable requirements of Clause 7 of SANS 1200 MK and PSMK 7 and payment for testing will be effected in terms of PSMK 8.2.3.

The acceptance criteria stated in PSMK 8.2.1 shall also apply to concrete surfacing placed in terms of this specification.

No additional payment will be made for forming voids or boxing out holes.

"PSGA 8.6* Construct raised pedestrian crossing complete (Table Top) ... Unit: m

The unit of measurement shall be the linear meter of crossing constructed measured from one end to the other across the roadway. It should be noted that the average length of crossing is approximately 14 500 mm.

The rate tendered shall cover the cost of all labour, plant, materials, formwork and incidentals required to saw cut the existing bituminous surfacing, to excavate into the existing road surface and layerworks, and to construct the crossing complete as detailed on the drawings, including mortar layer under paving, for trimming and compaction of the layer to receive concrete, in the positions and to the extent shown on the drawings or directed on site, including sprayed bitumen emulsion primer or polyethylene sheeting, formwork, concrete, and for texturing and colouring where applicable as shown. Road signs, road mark painting, kerbing and paving will be measured elsewhere.

PSLE STORMWATER DRAINAGE

PSLE 3 MATERIALS

PSLE 3.1(a) Precast concrete pipes

Interlocking joint pipes (Ogee) shall be used throughout.

PSLE 3.1(d) Skewed ends

Skewed ends may be cut on site using and approved concrete saw.

PSLE 3.4.1 Bricks

Delete the first sentence, and replace with the following:

“Bricks used in stormwater structures shall be:

Burnt clay engineering bricks, having a nominal compressive strength of 28 MPa, and complying with the requirements of SABS 227.

PSLE 3.5.9* Subsoil / Flodrain Drainage System

The Flodrain system shall consist of a geonet drainage core and drainage pipe enclosed within a geotextile filter jacket. The Flodrain shall be supplied prefabricated with geopipe for assembly on site. The Flodrain shall have a minimum flow capacity of 0,19 l / s per metre (hydraulic gradient of unity and a pressure of 10 KPa) and shall not decrease in thickness by more than 20% under confining pressure of 10 kPa.

(a) Geonet Drainage Core

The core shall Kaytech Flodrain or approved equivalent, be non-corroding, rot-proof and manufactured from low density polyethylene with minimum characteristics as follows:-

Mass	:	822 g/m ²
Thickness	:	5 mm
Tensile Strength	:	2, 4 kN / m
Discharge capacity	:	3, 0 l/sec under 100 kPa at a hydraulic gradient of unity

(b) Drainage Pipe

The geopipe to be used in conjunction with the prefabricated Flodrain shall be Kaytech Geopipe or approved equivalent, manufactured from high density polyethylene with not less than 60% of the surface perforated.

Geotextile filter jacket

The geotextile filter jacket to be used in conjunction with the prefabricated Flodrain shall be, Kaytech A1 or approved equivalent, with minimum characteristics as follows:

Thickness	:	1,3 mm under 2 kPa
Permittivity	:	3/s @ 100mm head
Porosity	:	93% under 2 kPa
Throughflow	:	300 l / s / m ² head @ 100mm head
Permeability	:	3.9m/s

PSLE 5 CONSTRUCTION

PSLE 5.2.1 General

With reference to the last sentence of the second paragraph of this Clause and without limiting the Contractor's responsibility in this regard, the minimum depth of cover during construction shall be as specified by the pipe manufacturer.

PSLE 5.2.2 Pipe culverts

Add the following:

"Unless otherwise stated in the Bill of Quantities or indicated on the drawing, pipes with ogee joints shall be used. Butt ended pipes will not be permitted.

Pipes with ogee joints, where they pass under roads and also on curved pipelines in verges, shall be wrapped with two layers of Hessian soaked in cementitious grout. The wrapping shall be 400mm wide and placed centrally over each joint.

Where pipes are cut, the ends shall be made good with an epoxy concrete mix so as to prevent rusting of the reinforcement or deterioration of the concrete."

PSLE 5.5.6 Benching

Delete "granolithic plaster" and replace by "concrete topping consisting of a 1:2:3 cement, sand and 7 mm stone mix by weight. The sand proportion may be varied between 1, 5 and 2, 5 to obtain ideal workability.

PSLE 5.8* INSTALLATION OF SUBSOIL / FLODRAIN DRAINAGE SYSTEM

The geopipe shall be placed at the bottom of the geonet with the channel section of the geopipe as the invert of the drain.

The geotextile filter jacket shall then be wrapped around the geopipe and stapled/joined at 300mm intervals. The complete system shall then be placed in the trench ensuring that during backfilling the fin remains vertical.

PSLE 6 TOLERANCES

“PSLE 6.6* PIPES INTO MANHOLES / CATCHPITS

Pipes may protrude up to 300 mm into a manhole / catchpit. This relaxation will only be permitted if the pipe does not have to be cut. The “dead space” formed at the end of the manhole is to be suitably benched off to prevent the collection of silt and rubbish.”

“PSLE 6.7* “RECORD” DETAILS

The Contractor shall submit as-built/record levels, distances between manholes and the grades of pipelines for which he requires payment, at the time he submits his monthly payment claim. A sample form is obtained from the Engineer.”

PSLE 8 MEASUREMENT AND PAYMENT

PSLE 8.2.1 Supply and lay concrete pipe culverts

Notwithstanding the stated provisions, bedding will be measured for payment in terms of the appropriate clauses of SANS 1200 LB and PSLB.

Add the following:

“The tendered rate shall also cover the cost of any additional work to wrap joints as specified in 5.2.2 and caulk lifting eyes.”

PSLE 8.2.8 Supply and install manholes, catchpits, and the like Unit: No

Delete the words “but excluding excavation and backfilling, which will be measured separately” and replace with “including dealing with any excavation in all materials (including disposal of surplus) which is additional to that measured under the item for pipe trench excavation (see subclause 8.2.3 of SANS 1200 DB)”.

Add to the contents of Clause 8.2.8 the following:

“(d) Inlets (type and depth range stated)

The rate shall cover the cost and dealing with any excavation (as if in sort excavation including disposal of surplus) that is additional to the measured under the item for pipe trench excavation, the supply of all labour, plant and materials required to complete the structures as inlet channelling, building in connecting pipes, any benching required and backfilling structures.”

PSLE 8.2.17*Removing existing headwalls..... Unit: No

The rate shall include for all labour, plant and materials required for excavation for removing the existing headwall, loading and transporting to

a spoil site, connecting of new pipe, benching where necessary and making good around the pipe and all necessary reinstatement of the connection.

PSM ROADS (GENERAL)**PSM 6 TOLERANCES****"PSM 6.4* DIMENSION AND LEVEL CONTROL**

The Contractor shall submit to the Engineer a record of the surface levels of the section of layer under consideration, prior to requesting inspection and acceptance control testing.

The levels shall be taken at chainage intervals and co-ordinates that coincide with those given on the drawings.

PSM 7 TESTING**PSM 7.1 GENERAL**

Notwithstanding the provisions of this Clause, the Contractor shall note that the random sampling method of TMH 5 for the spotting of positions for field density testing will not necessarily be applied by the Engineer.

Testing shall be carried out where in his opinion the density is suspect.

The Contractor shall further present the full width of the layer between the stated linear stake values for acceptance. Only in exceptional cases may partial widths be presented.

PSM 7.2 PROCESS CONTROL

Add the following:

"Process control to be carried out by the Contractor shall be executed by an independent testing laboratory approved by the Engineer."

PSM 7.3 ROUTINE INSPECTION AND TESTING

Add the following to Clause 7.3.1:

"All requests for acceptance control testing shall be submitted in writing to the Engineer. Each request shall clearly specify the exact location of the section and the description and type of the layer, and shall be accompanied by the dimension and level control data for the section under consideration (refer PSM 6.4), as well as the results of the Contractor's process control testing (refer 7.2).

On receipt of the aforementioned the Engineer will undertake, or arrange as the case may be, for the necessary inspection and acceptance control tests to be carried out to satisfy himself that the layer complies with the specification.

Testing will be carried out as expeditiously as possible and the results of tests made available within 48 hours from the time the request was made, plus the normal time required to do the test.

The written approval of the submitted section of a layer shall be obtained from the Engineer before the Contractor may proceed with the placing of material for the following layer. The Contractor shall also, before proceeding with the placing of the material for the following layer, make good any test holes left in the layer using material complying with the specification for that layer and compacting it to the specified density applicable to for that layer. Concrete shall not be used."

PSM 8 MEASUREMENT AND PAYMENT

Add the following:

"Should the layer submitted for acceptance control testing fail to comply with the specification, the Contractor shall, in the case where the tests arranged for by the Engineer were carried out by a designated laboratory (refer PSA 7.2), bear the invoiced cost of the tests. Conversely, should it be found that the layer complies with the specification, the cost of the acceptance control tests will be borne by the Employer. The cost of refilling and compacting the test holes shall be covered by the rate tendered for the construction of that layer."

PSME SUBBASE

PSME 1 SCOPE

Add the following

"All the requirements as specified for the construction of subbase shall, except where otherwise stated or ordered, apply to the stabilization of the in situ material as new subbase."

PSME 3 MATERIALS

PSME 3.2.1 Subbase material

Replace the contents of paragraph (a) with the following:

"a) The maximum particle dimension of the coarse aggregate shall not exceed 63 mm."

Replace the contents of paragraphs (d) and (e) with the following:

"(d) The CBR at 95% of modified AASHTO maximum density shall be at least 45 for unstabilised as well as for stabilised material prior to stabilisation or as directed by the Engineer.

e) The UCS at 7 days of each cement-stabilized material shall at 100% of modified AASHTO maximum density be as follows:

- For C3 cemented natural gravel : 1,50 MPa minimum
- For C4 cemented natural gravel : 0,75 MPa minimum"

With reference to Subclause d) (ii) and d) (iii), the regional factor for Winburg shall be taken as 0, 6.

PSME 3.3.1 General

Add the following to this Sub-clause:

"Where reference is made in this specification or the Standard Specifications to the cement specifications, e.g. SABS 471: Portland cement and rapid hardening Portland cement, it shall be replaced with the new specification: SABS ENV 197-1: Cement-composition, specifications and conformity criteria Part 1: Common cements.

Furthermore, where reference is made in this specification or the Standard Specifications to different cement types, the following new names shall be used as a guide but must be confirmed by the Engineer.

Cement Grade	Cement Type	Approximate old product name	New Alpha	New Blue Circle	New NPC	New PPC	New Slagment
52.5	CEM I	Rapid hardening	Rapid Hard	Duracast	Eagle Super		-
42.5R	CEM I	Rapid hardening	-	-	-		-
42.5	CEM I	OPC*	Portland Cement	Duratech	-	OPC	-
	CEM I	LASRC	-	-	-	LASRC	-
	CEM II A-S	PC15SL	-	-	Eagle Plus	-	-
	CEM II B-S	RH30SL		-	Eagle Plus	-	-
32.5R	-	-	-	-	-	-	-
32.5	CEM II A-V	PC15FA	All – purpose cement	-	-	Surebuild	-
	CEM II A-W	PC15FA	-	-	-	Surebuild	-
	CEM II A-L	-	All purpose cement	-	-	Surebuild	-
	CEM II B-V OR W	PC25FA/PFAC* *	-	Structcrete	-	Surecrete	-
	CEM II B-V OR W	PC25FA/PFAC* *	-	Duracrete	-	Surecrete	-
	CEM III A	PBFC	-	BFC	Eagle Pro	-	PBFG
	CEM III A	RHSL	-	-	-	-	RHSL
22.5	MC 22.5X	PFAC***	Multi-purpose cement	Durabuild	-	-	-
	MC 22.5X	PFAC***	-	Buildcrete	-	-	-
12.5	MC 12.5	Walcrete	Mortar cement	Walcrete	-	Masonry	-
	MC 12.5	Mortacem	-	-	-	-	-

PSME 5 CONSTRUCTION

PSME 5.1 PRECAUTIONS

Add the following to this Sub-clause:

“No stabilization shall be carried out during falling temperatures when the ambient air temperature falls below 7°C or during rising temperatures when the ambient air temperature is below 3°C.

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.”

The Contractor shall at all times supply all workers exposed to chemical stabilizing agents with approved protective apparel, eyewear and masks, and no person without such apparel, eyewear and masks shall be permitted to work with or be exposed to the chemical agents. Precautionary measure shall also be taken to ensure that any livestock and the public will not be exposed to the chemical agents blown by the wind or under similar circumstances”

PSME 5.2.2 Borrow pits

Insert the words “designated by the Engineer and” between the words “pits” and “established” in the first line.

PSME 5.4.1 Placing

The compacted thickness of the subbase for the various areas shall be that shown on the drawings.

PSME 5.4.4 Compaction

Notwithstanding the requirements of Clause 5.4.4.2 the subbase shall be compacted to 95% or 97% of modified AASHTO maximum density, as the case may be.

PSME 5.7 TRANSPORT

Delete the entire contents and replace with:

“The provisions and contents of subclause PSD 5.2.5 shall apply.”

PSME 6 TOLERANCES

PSME 6.1.1 General

Add the following:

“For layers, constructed of subbase quality material, on which the bituminous surface will be placed, the tolerance for dimensions and level shall be as set out in SANS 1200 MF Subclauses 6.1.2 to 6.1.6 inclusive.”

PSME 6.3 STABILIZATION

Add the following to this Clause:

“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:

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

Where:

Xn is the average and Sn is the standard deviation of stabilizing content per lot”

"PSME 6.4* DIMENSION AND LEVEL CONTROL

The requirements of PSM 6.4 shall apply."

PSME 8 MEASUREMENT AND PAYMENT

PSME 8.1 BASIC PRINCIPLES

Insert a semi-colon in the first line of paragraph b) after the words "will be paid for once only" and delete the rest of the paragraph.

Replace the contents of paragraph c) with the following:

“c) that except as provided for in d) below, the freehaul will be that specified under subclause 5.7 (as amended).”

Add the following to paragraph d):

"A commercial source shall be held to include any off site sources or borrow pits selected the Contractor.

Further, no additional payment will be made for the temporary stockpiling of material from commercial sources, the class of excavation, method of processing (except stabilizing) or for overhaul.”

Add the following:

- "e) The requirements of PSM 8.2 shall apply. The Contractor shall further make provision in the rates tendered for the construction of the subbase, for the cost of his own process control testing and the cost of complying with PSME 6.4."

Replace the contents applicable to subitem (a) of Clause 8.3.2 with the following:

"The rate for (a) shall include full compensation for excavating and selecting subbase material, for loading and transporting the material within the free-haul distance, and for either placing the material on the road or stockpiling the material for later use. When material is stockpiled, the rate shall include compensation for shaping and grading the stockpile so that it is free-draining."

PSME 8.3.1 Construct the subbase course/shoulders/gravel wearing course with material from commercial sources or designated borrow areas

Replace the heading of Clause 8.3.3 with the following:

"8.3.3 Construct the subbase course/shoulders/gravel wearing course with material from commercial sources Unit: m³

Add the following:

"This item shall also apply to the construction of subbase course/shoulders/gravel wearing course with material from borrow pits selected by the Contractor.

No additional payment will be made for difficult work or hand operations in confined areas.

The rate tendered for subbase shall further differentiate between subbase beneath vehicular trafficked areas (rank and roadways) and subbase beneath pedestrian trafficked areas."

PSME 8.3.9 Overhaul (haul exceeding 2 km)

Delete the entire clause. The terms, provisions and principals of 8.1 and PSME 8.1 shall apply.

PSMF BASE

PSMF 3 MATERIALS

PSMF 3.3 PHYSICAL AND CHEMICAL PROPERTIES

PSMF 3.3.1 Natural gravel (stabilised or unstabilised)

Replace the contents of paragraph (a) with the following:

"(a) The maximum particle dimension of the material shall not exceed 63 mm."

PSMF 3.3.2 Graded crushed stone

Add the following after the words SANS 1083:

"for 37,5 mm stone".

PSMF 5 CONSTRUCTION

PSMF 5.4.1 Placing

Add the following:

"The compacted thickness of the base shall be as indicated on the drawings."

PSMF 5.4.4.2 Compaction

Delete 98% and 97% and replace with 102%.

Add the following:

"(c) Where the compaction specified is in apparent density, the base material shall be compacted to 86% of apparent density which shall be determined as follows:

(i) Apparatus

- Balance to measure 5 kg accurately to within 0,5 g
- Pycnometer (e.g. a preservative jar with a flat ground rim)
- Temperature-controlled bath with thermostat capable of maintaining the temperature at 25°C ± 1°C
- Thermometer (0°C - 100°C)
- Drying oven capable of maintaining temperatures between 105°C and 110°C
- Towels
- 10% Teepol solution

(ii) Method

Take 3 000 g to 4 000 g of the material from a density hole in the road. All the material obtained from the hole should preferably be used. If there is too much for one pycnometer, the material may be divided between two pycnometers.

Dry the material to a constant mass in an oven at 105°C to 110°C.

Ensure that the pycnometer is clean, and determine its mass together with that of a marked sheet of glass.

Place the dried sample in the pycnometer and determine the combined mass of the pycnometer, glass sheet and sample. (The sample should not be more than half the pycnometer's volume.)

Add clean water at a temperature of 25°C to the pycnometer until it is approximately three quarters full.

Add three drops of the 10% Teepol solution to the water, close the pycnometer and shake thoroughly for 1 to 2 minutes.

Fill the pycnometer to near the brim with water at a temperature of 25°C and place it in a thermostatically controlled bath at 25°C. Leave for 30 minutes without disturbing.

Remove the pycnometer without shaking or jarring it and place it on a spread towel. Fill with water at a temperature of 25°C and slide the glass sheet carefully over the brim from one side. Make sure that no air bubbles are trapped beneath the glass sheet. Dry the pycnometer and the glass sheet carefully all over and determine the mass of the filled pycnometer plus the glass sheet.

Remove the contents of the pycnometer and clean and fill it in the same manner with water at a temperature of 25°C. Dry the pycnometer and determine the mass of the pycnometer filled with water together with the glass sheet.

(iii) Calculation

The apparent density of the material is calculated as follows:

Mass of pycnometer + glass sheet = a

Mass of pycnometer + glass sheet + material = b

Mass of material only = (b - a)

Mass of pycnometer + material + water +

glass sheet = c

Mass of pycnometer + water + glass sheet = d

Apparent density of material = $(b - a) / \{(d - a) - (c - b)\}$

NOTES:

- (1) Do not add any chemicals other than the Teepol solution to the water.
- (2) No suction should be applied to the water to remove air.
- (3) The temperature of the water should be $25^{\circ}\text{C} \pm 1^{\circ}\text{C}$ and no other temperature should be used.
- (4) When two pycnometers are used, the apparent density is calculated from the weighted average of the two results."

PSMF 5.9 TRANSPORT

Replace the contents of this Clause with the following:

"All movement of material will be considered as free-haul. No haulage cost will be paid."

PSMF 6 TOLERANCES

PSMF 6.1.2 Grade

Delete the contents of Clauses (a) and (b) and replace by "the height of the edge of the channel above the top of the completed base is not less than the minimum thickness of asphalt surfacing, i.e. 5 mm less than the specified thickness. (Refer subclause 6.3.4 of SANS 1200 MH)"

PSMF 6.1.5 Cross-section

Replace "25 mm" in the second line of this subclause with "10 mm".

PSMF 7 TESTING

PSMF 7.3.2 Routine inspection and testing

Replace subclause 7.3.2 with the following:

"The density measured at all test holes shall be a minimum of 102% of modified AASHTO maximum density for the lot to be acceptable."

Add the following new subclause:

“7.3.3 Where the compaction specified is in apparent density, the contents of 7.3.2 shall apply but Table 4 shall be replaced with:

TABLE 4 - APPARENT DENSITY OF BASE

Specified apparent density, %	Number of tests per lot	Minimum average density, %	Minimum value for any single test, %
86	4	86,1	82,7
	5	86,4	82,6
	6	86,5	82,4
	7	86,7	82,3
	8	86,8	82,2
	9	86,9	82,1

“

PSMF 8 MEASUREMENT AND PAYMENT

Replace the heading of Clause 8.3.3 with the following:

“PSMF 8.3.1 Construct base with material from commercial sources compacted to 102% of modified AASHTO maximum density”

Add the following:

“No additional payment will be made for difficult work or hand operations in confined areas.”

PSMF 8.3.9 Overhaul

Delete the contents and replace with:

“The terms, provisions and principals of subclause 8.3.9 of SANS 1200 ME and PSME 8.3.9 shall apply.”

PSMJ SEGMENTED PAVING

PSMJ 5 CONSTRUCTION

PSMJ 5.1 PREPARATION

Notwithstanding the provisions of this Clause, the construction of the earthworks and controlled layers shall be completed in accordance with the applicable requirements of SANS 1200 DM and SANS 1200 ME, and any amendments thereto, as well as the details shown on the drawings.

PSMJ 5.4 LAYING OF UNITS

Notwithstanding the provisions of this Clause, filler units shall be cut such that they are close fitting. No chopping or breaking of the units will be permitted.

PSMJ 5.5 FILLING GAPS IN UNIT PATTERN

Delete the contents of this Clause. Clause 5.4 and PSMJ 5.4 shall apply.

PSMJ 8 MEASUREMENT AND PAYMENT

PSMJ 8.2.2 Construction of Paving Complete

Delete the word "unit" in the fourth sentence of this Clause, and replace with "units / pavers to be supplied by Client", at the end of the clause.

Add the following:

"Jointing sand applied to concrete interlocking pavers shall include a 2.5% cement stabilising agent and the rate tendered shall include all costs associated with the addition of this stabilising agent."

PSMJ 8.2.3 Cutting units to fit edge restraints

Delete the word "raking" in the first sentence of this Clause.

Add the following:

"The cutting of units to suit radii > 1,0m shall be classified as straight cutting."

PSMJ 8.2.6 Laying pavers on existing concrete slab bedded on stabilised grit screed m²

Add the following new clause:

"Pavers to be laid on the existing concrete slab will be bedded on a 20 mm stabilised (1:10) cement grit (smaller than 5mm) screed.

If additional screed is required, over and above the 20mm already allowed for in order to achieve the desired longitudinal grades, then this additional screed will be paid for as an extra over item "

PSMK KERBING AND CHANNELLING

PSMK 2 INTERPRETATIONS

PSMK 2.3 DEFINITIONS

Add the following definitions:

“Backing The supporting concrete behind the edge of the precast kerb, as shown on the drawings and PSMK 2.

Screed Screed shall have the corresponding meaning as bedding material, Refer PSMK 3.9.”

PSMK 3 MATERIALS

PSMK 3.2.1 General

Replace the contents of this Clause with the following:

“Refer to the Drawings as well as the NMBM’s Standard Infrastructure Details for kerb and channel details.”

PSMK 3.7.2 Concrete

Notwithstanding the requirements of this Clause, the Contractor shall take note that the acceptability of extruded kerbing and channelling will be evaluated on the basis of the compressive strengths of cores taken. The Contractor shall therefore at his own discretion increase the grade of concrete used.

PSMK 3.8 CURING COMPOUND

Notwithstanding the provisions of this Clause, the requirements of PSGA 3.8 shall apply.

PSMK 3.9 BEDDING MATERIAL

Replace the contents with the following:

"The material on which precast concrete kerbs and channels are bedded shall consist of a 1 to 8 cement sand mix, or class 20/19 concrete where the layer is more than 30 mm thick. Refer also PSMK 2”.

"PSMK 3.10* CONCRETE FOR EDGING STRIPS

The requirements of Clause 3.7 and PSMK 3.7.2 shall apply to concrete for edging strips."

PSMK 5 CONSTRUCTION

PSMK 5.1 EXCAVATION AND BEDDING

Delete the first paragraph viz. "Trenches for grade."

PSMK 5.2 PRECAST CONCRETE KERBING AND CHANNELLING

Replace "50 mm" in the second line with "10 mm minimum". For bedding more than 30 mm thick, the requirements of PSMK 3.9 shall apply.

Replace "15 MPa" in the last line with:

"(Class 20/19 concrete)"

"PSMK 5.2.1* Precast Concrete Kerbing and Cast-in-situ Concrete channelling"

After the precast kerbs have been laid to formwork for the channelling shall be set up. Expansion joints shall be allowed for at approximately 8 metres intervals, i.e. opposite the joint between the kerbs. The principles of Clause 5.4 shall apply to the construction of cast-in-situ channelling.

PSMK 5.8 MACHINE-LAID CAST-IN-SITU (EXTRUDED) KERBING AND CHANNELLING

Before commencing kerb laying on the site, the first 50m length of kerb and channel to be constructed shall be regarded as trial kerb and channel. The Contractor shall demonstrate in the trial length the methods he proposes to use for the construction of the kerb and channel, including joints, texturing, the achievement of a smooth surface and dense fully compacted concrete. It may be constructed either in the recognised position in a road or elsewhere on the site in which case it shall be demolished, broken out and removed at the Contractor's expense.

The trial kerb and channel shall be constructed with the plant and equipment to be used on the works and the equipment's motion forwards and the handwork carried out on the extruded section shall be so controlled and used as to produce a kerb and channel to the shape, lines and levels specified.

The time taken to lay the test strip shall be recorded, which in the event of acceptance, shall be used to calculate a rate of extrusion which shall not be exceeded without the permission of the Engineer.

If the concrete in the trial strip fails to meet the test requirements, the Contractor may, at his own cost, cut further cores from the kerb and or channel up to a maximum of one core per 100m length. The strengths obtained on such cores, together with those tested on the instruction of the Engineer, shall be used to test compliance with the strength requirements.

The Contractor may, unless advised of any deficiencies in the trial kerb and channel, proceed with kerbing as soon as acceptable core test results are obtained.

In the event of deficiencies in the trial kerb and channel, the Contractor shall, at his own expense, demolish the rejected sections and remove to the designated tip site and repeat the 50m long trial strip. This process shall be continued until the Contractor has produced kerb and channel in accordance with this specification. He may then proceed with kerb and channel construction proper. Any unacceptable trial length shall be broken out and removed to spoil, at the Contractor's expense before any subsequent trial length is permitted to commence.

Core test holes shall be filled with 30 MPa concrete mixed with a suitable adhesive compound.

No other means of testing the concrete will be considered and any kerb or channel not complying with all the requirements of the specification shall be broken out, removed to spoil and replaced at the Contractor's own expense.

The Contractor shall ensure that no change of circumstances or conditions is made to jeopardise the quality of the kerb and channel under construction. If, in the opinion of the Engineer, this does occur, he may order the construction of a further trial length of 50m of kerb and channel in accordance with the requirements of this specification. Work on the kerb and channel proper shall not proceed until a trial strip has been constructed in accordance with the requirements of this specification. No claims for delays will be considered by the Engineer on account of further trial lengths of kerbing being ordered.

PSMK 5.8.3 Subbase preparation

Delete in the first line from: "500 mm beyond" to "as relevant" and replace by "150 mm beyond the back face of the kerb". Note this dimension applies to the compaction width required for the road layer.

Notwithstanding the provisions of this Clause, where kerbing and channelling is to be constructed along existing travelled ways, the material at the founding level shall be trimmed to the required line and level and compacted to give a firm surface.

PSMK 5.8.5 Curing

Notwithstanding the provisions of this Clause, curing shall be carried out in accordance with the requirements of PSGA 5.4.7.

PSMK 5.11 TRANSITION SECTIONS AND INLET AND OUTLET STRUCTURES

Delete the words "and with the requirements of the Project Specification" in the second paragraph.

"PSMK 5.13* PRECAST CONCRETE KERBING AND CAST IN SITU CONCRETE CHANNELLING

Precast concrete kerbing and cast in situ concrete channelling shall be constructed in accordance with the details shown on the drawings and the applicable requirements of Clauses 5.2 to 5.10.

The formwork for the channelling shall be set up after the precast kerbs have been laid. The channelling shall be cast in alternate sections approximately 2m in length and the construction joints so formed shall coincide with joints in the precast kerbing, except that an expansion joint in lieu of a construction joint shall be provided at approximately 8m intervals. Where applicable, expansion joints in the channelling shall coincide with those in the precast kerbing."

"PSMK 5.14* EDGING STRIPS

Edging strips shall be constructed in accordance with the details shown on the drawings and the applicable requirements of Clauses 5.2 through to 5.10."

The formwork for the channelling shall be set up after the precast kerbs have been laid. The channelling shall be cast in alternate sections approximately 2m in length and the construction joints so formed shall coincide with joints in the precast kerbing, except that an expansion joint in lieu of a construction joint shall be provided at approximately 8m intervals. Where applicable, expansion joints in the channelling shall coincide with those in the precast kerbing."

PSMK 6 TOLERANCES

PSMK 6.1 CONCRETE KERBING AND CHANNELLING

Replace the permissible deviation "0, -10" applicable to item b (1) with "±10".

Add to item b (1):

"provided the base layer thickness is not prejudiced and no adverse grade results."

PSMK 7 TESTING

PSMK 7.2.2 Alternative tests

Delete in Clause 7.2.2.2 all references to cubes and cube testing.

Add to second line of Clause 7.2.2.2 after “SABS Method 865” the following:

“The numerical value of the compressive strength of the core used for adjudication shall be that value determined in accordance with Clause 6.3 of SABS Method 865.”

Delete in fourth line of Clause 7.2.2.2: “22 MPa (i.e. less than 25 - 30 MPa)” and replace by: “20 MPa”.

PSMK 7.3 RESPONSIBILITY FOR COSTS OF TESTING, ETC

Delete this Sub-clause.

PSMK 8 MEASUREMENT AND PAYMENT

PSMK 8.1 BASIC PRINCIPLES

Replace the second sentence of Clause 8.1.1 with the following:

"Deductions will be made for transition kerb and channel pieces, structures and pedestrian slopes, which will be measured separately."

Replace the heading and amend the contents of Clause 8.2.1 as follows:

PSMK 8.2.1 Concrete kerbing Unit: m

Add after “and for bedding” in the second line of Clause (b), “irrespective of variations to the thickness of the bedding”.

Replace "7.2" in the second line of Clause (b) with "7.1".

Add at the end of Clause (b) “as well as for the supply and placing of the class 20/19 concrete backing, irrespective of variations to the thickness of the backing”.

Replace “5.8.2” in the third line of Clause (e) with the following: “5.8.3”

Replace “1000m” in the second last line of Clause (e) with “600m”

Delete the following in the second last line of Clause (e):

“and as specified in clause 7.2”

PSMK 8.2.2 Concrete kerbing and channelling combined Unit: m

Add: “Acceptance of work that is substandard in measured compressive strength shall be subject to reduced payment at the following percentages of the tendered rate for the item.

Measured compressive strength of individual core %	of	full payment
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15 MPa up to 20 MPa		20
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Less than 15 MPa

Nil"

Replace the heading and contents of Clause 8.2.3 with the following:

PSMK 8.2.6.1 Ancillaries

Add to Clause 8.2.6.1: "The unit of measurement of 2 metre length of kerb and channel transition between mountable and barrier type kerb and channel and between mountable or barrier type and the precast support kerb at the catchpit shall be per number."

PSMK 8.2.15*Construct concrete pedestrian slope complete as shown on PSMK 8/7 Unit: No

The unit of measurement shall be the number of pedestrian slopes constructed as detailed on PSMK 8/7 and shall include all transition pieces, sunken kerbs and channelling. The average width of the road for the motor slope can be taken as 5,5 meters.

The rate tendered shall cover the cost of all labour, materials, plant and incidentals required to construct the concrete sloped area as detailed on PSMK 8/7 inclusive of all excavations, for supplying 150mm subbase quality material from commercial sources compacted to 95% of modified AASHTO maximum density placing to the required levels, watering, shaping and compaction, supplying and placing concrete, forming of joints, screeding, surface finishes as well as for the disposal of all surplus and waste material.

PSMK 8.2.16*Construct residential concrete motor slope complete as shown on PSMK 8/6 Unit: No

The unit of measurement shall be the number of residential motor slopes constructed as detailed on PSMK 8/6, based on a ramp width of 3 m, and shall include all transition pieces, sunken kerbs and channelling.

The rate tendered shall cover the cost of all labour, materials, plant and incidentals required to construct the concrete sloped area as detailed on PSMK 8/6 inclusive of all excavations, for supplying 150mm subbase quality material from commercial sources compacted to 95% of modified AASHTO maximum density placing to the required levels, watering, shaping and compaction, supplying and placing concrete, forming of joints, screeding, surface finishes as well as for the disposal of all surplus and waste material.

An extra-over payment item shall be provided to allow for motor slopes with additional ramp widths.

PSMM ANCILLARY ROADWORKS

PSMM 3 MATERIALS

PSMM 3.2 ROAD SIGNS

PSMM 3.2.1 General

Replace “South African” with “SADC” in the first sentence.

Replace “Council for Scientific and Industrial Research” in footnote 1 with “Government Printer”.

PSMM 3.2.2 Structural steel

Delete the words "except that they shall be of D-shape cross-section" in the first paragraph.

Add the following:

"All steel sign supports shall be hot-dip zinc coated (galvanised) in accordance with SANS 763 for type A1 or B2 articles, as may be applicable."

PSMM 3.2.4 Steel plate

Replace the entire contents of this Clause with the following:
“

a) Steel plate

Steel plate for road signs shall be 1,40 mm thick prepainted galvanized steel plate (Iscor G275 Chromadek or approved equivalent), which has been treated on both sides with an epoxy primer followed by a silicone polyester top coat. The total dry thickness of the treatment shall be at least 25 µm.

The reverse side of a stop sign and all its derivatives shall be painted white. The reverse side of all other signs shall be dark grey.

Where a reflectorised road sign is required, its reverse side shall be painted with a dull grey prime coat and the face with only the specified top coat.

b) Steel Profiles

Standard sign profiles shall be 200 mm sections with a thickness of 1,0 mm, manufactured from prepainted galvanized mild steel substrate (Iscor G275 Chromodek or approved equivalent), and shall comply with the details on the drawings."

PSMM 3.2.8 Paints and protective coatings**PSMM 3.2.8.1 Structural steel sign supports and sign face frames**

Replace the contents of this Clause with the following:

“The reverse side of all R1 Stop-signs and all its derivatives shall be painted white. The backs of all other road sign faces shall be painted dark grey. The colour code of the paint shall be code No G13 according to the SANS 1091 classification.

No galvanised steel supports shall be painted. All surface damage to galvanising shall be made good with a proprietary galvanising product.”

PSMM 3.2.9 Retro-reflective material

Delete subclause 3.2.9 and replace with:

“Retro-reflective material shall be supplied in the following grades and shall comply with the requirements of SABS 1519 and the adhesion requirements of CKS 191:

- Class I material – 7 year warranty grade
- Class II material – 10 year warranty grade
- Class III material – 15 year warranty grade
- Class IVB material – 15 year warranty grade

The specific commercial product used shall be subject to the approval of the Engineer.

No materials from different manufacturers shall be overlaid without specific approval of the Engineer and subject to such conditions as the Engineer shall impose.

Each sign shall be completed with the retro-reflective material from one and the same roll. No sign shall be manufactured from retro-reflective material from different rolls.

The material shall be supplied with a pressure sensitive or heat applied adhesive backing protected by a removable lining. The adhesive backing shall be applied to the sign face in strict accordance with the retro-reflective material manufactures specifications.”

PSMM 3.2.12* Street Name Boards

Street Name Boards shall be as specified on NMBM Municipal Standard Detail Drawings PSMM 54.

PSMM 3.3 ROAD MARKING MATERIALS

PSMM 3.3.1.1 Non reflectorised paint

Replace “SABS 731” with “SANS 731-1 : 1995”

Add the following:

“The paint shall be Type 1, 2 or 3 and shall be of a drying classification Class 1 in accordance with SANS 731-1”. The paint shall be Plascon Hysheen Road and Runway Marking Paint Products TP24, 41 or 88 or similar approved.

The possible use of Plascon Hysheen Aquafest Road Marking Paint WTP1 as the final application on-site shall be considered at the end of the Defects Liability Period”.

PSMM 3.3.1.2 Reflectorised paint

Replace this Clause with the following:

“Reflectorised paint shall comply with the requirements of PSMM 3.3.1.2 as well as the retro-reflectivity requirements set in SANS 731-1 paragraph 4, 17.3 for new markings.”

PSMM 3.3.1.3 Colour

Delete in the first line from “white or an acceptable match” and replace with:

“G80 Cloud White, B49 Golden Yellow and A11 Signal Red as shown in SABS 1091.”

PSMM 5 CONSTRUCTION

PSMM 5.2 ROAD SIGNS

PSMM 5.2.1 Manufacturing

PSMM 5.2.1.2 Backing plates and boards

Add in the first sentence after “drawings” the following:

“and SADC Road traffic signs manual, Volume 4 to comply with the National Road Traffic Regulations, 2000.”

Delete “...steel plate...” in second sentence and replace with:

“1, 40 mm thick prepainted galvanized steel plate (Isco G275 Chromodek or approved equivalent), 1 mm thick 200 mm prepainted galvanized mild steel profiles (Isco G275 Chromodek or approved equivalent),”

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 100 mm x 150 mm 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.

Chromadek section shall be assembled in accordance with the details on the Drawings.

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 a practical visual match of the specified colour.”

PSMM 5.2.2.5 Painting of road signs

Delete the entire Clause and replace with the following:

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

Where applied to Chromadek sections, retro-reflective material shall be applied as specified in Clause PSMM 5.2.12 of this project Specification.”

Road sign boards shall be manufactured by a recognised manufacturer of road signs.

Retroflexive material shall be affixed to the road sign board face in strict accordance with the requirements and specifications of the retro reflective sheeting manufacturer.

No silk-screening of road sign faces shall be acceptable other than the screening of black symbols on Regulatory or warning signs.”

PSMM 5.2.4.2 Erection

Add the following:

“Vertical clearances for all signs shall be at the preferred height of 2.1 m unless otherwise specified on the design drawings.”

PSMM 5.3 ROAD MARKINGS

PSMM 5.3.2 Surface preparation

Insert the following before the last sentence:

“The areas where new markings shall be painted shall be thoroughly cleaned by acid pickling with a diluted product like Aquasolv Degreaser or similar, scrubbing with a steel brush and rinsing it with fresh water.

All run-off shall be intercepted and treated prior to wasting into a stormwater system. No paint shall be applied on wet or untreated concrete surfaces. The need to apply a primer prior to the application of the paint shall be assessed before the final markings are applied.”

Add the following:

“At the end of the Defects Liability Period the markings shall be repainted on cleaned and degreased surfaces in accordance with the paint manufacturer’s specifications.”

PSMM 5.3.3 Setting out of road markings

In the second paragraph, replace “Road Traffic Ordinance”, and “South African” with (National Road Traffic Regulations, 2000” and “SADC” respectively.

PSMM 5.5* STREET NAME BOARDS

Poles shall be erected at the positions shown on the drawings and name blades attached as ordered. The correct spelling of the names of the streets, etc. to appear on the blades will be supplied in writing by the Engineer.

PART E PROVISION OF THE TEMPORARY WORKFORCE

CONTENTS

E1	SCOPE
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E3	PERMITTED SOURCES OF TEMPORARY WORKERS
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E9	LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES
E10	THE SUBCONTRACTORS' WORKFORCES
E11	MEASUREMENT AND PAYMENT

E1. SCOPE

This Specification covers the provisions and requirements relating to the provision of the temporary workforce.

E2. INTERPRETATIONS

E2.1 Supporting Documents

The Tendered Rules, Conditions of Contract, Standard and Construction Specifications, Drawings and statutory minimum requirements relating to the employment and remuneration of labour shall *inter alia* be read in conjunction with this Specification.

E2.2 Definitions and abbreviations

For the purposes of this specification, the definitions given in the Conditions of Contract, the Standard Specifications and the Construction Specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

- (i) "Key Personnel" means all contracts managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators, artisans and the like, and all other personnel in the permanent employ of the Contractor or Subcontractor who possess special skills and/or who play key roles in the Contractor's or Subcontractor's operation
- (ii) "Project Committee" means a committee consisting of the Employer, the Engineer, the Contractor, (or their nominated representatives) as well as representatives of the temporary workforce, which is convened from time to time at

the discretion of the Engineer, for the purposes of acting as an avenue for effective communication and liaison between all the parties referred to, in all matters pertaining to the Contract

(iii) "Subcontractor" means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Contractor, to whom specific portions or aspects of the Works are sublet or subcontracted by the Contractor in accordance with the provisions of the Contract

(iv) "Worker" for the purposes of this Specification means any person, not being one of the Contractor's key personnel, nor any key personnel of any Subcontractor, who is engaged by the Contractor, a Subcontractor or the Employer to participate in the execution of any part of the Contract Works and shall include unskilled labour, semi-skilled and skilled labour, clerical workers and the like

(v) "Workforce" means the aggregate body comprising of all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all Subcontractors

(vi) "Liaison Officer" means a representative from the temporary workforce, duly elected by them, to act on their behalf and through whom all matters pertaining to the temporary workforce can be channelised.

E2.3 Status

Where any provisions or requirements of this Specification are in conflict with anything elsewhere set out in the Contract, the provisions and requirements of this Specification shall take precedence and prevail.

E3. Permitted Sources Of Temporary Workers

The Contractor shall as far as possible make optimum use of the human resources outside his own workforce and the workforces of all Subcontractors. The temporary workforce which is to be used in the execution of the Works in terms of Part A may consist of the workers of various communities, and shall not be bound to one particular community.

E4. EMPLOYMENT RECORDS TO BE PROVIDED

The Contractor shall maintain accurate and comprehensive records of all workers engaged on the Contract and shall provide the Engineer at monthly intervals from the commencement of the Contract, with interim records substantiating the actual numbers of employment opportunities which have been generated to date and the amounts actually paid in respect thereof. Such interim records shall be in a format approved by the Engineer.

The Contractor shall, on completion of the Contract, and as a pre-requisite event to the release of any retention money in terms of the Conditions of Contract, provide the

Engineer with copies of the Terms of Employment as well as independently audited documentary evidence of the total number of temporary and permanent employment opportunities actually generated during the Contract.

E5. VARIATIONS IN WORKER PRODUCTION RATES

Notwithstanding anything to the contrary as may be stated in or inferred from any other provision of this Contract, the Contractor shall not be entitled to any additional payment or compensation whatever, in respect of any differences as may result between the production rates actually achieved by workers in the course of the execution of the Contract Works and those production rates on which he has based his Tendered.

E6. TRAINING OF THE TEMPORARY WORKFORCE

Selected members of the workforce are to be provided with structured training in accordance with the provisions of Part F.

The Contractor shall make all necessary allowances in his programme of work to accommodate and facilitate the delivery of such structured training and shall comply fully with the requirements of Part F.

The provision of structured training as described in Part F shall not relieve the Contractor of any of his obligations in terms of the Conditions of Contract and the Contractor shall remain fully liable for the provision, at his own cost, of all training of the workforce, additional to that as provided for in Part F, as may be necessary to achieve the execution and completion of the works strictly in accordance with the provisions of the Contract.

E7. RECRUITMENT AND SELECTION PROCEDURES

The Contractor through the Project committee shall be fully responsible for the recruitment and selection of workers to constitute the temporary workforce.

The Contractor shall advise the Engineer in writing of the numbers of each category of temporary worker which he requires, together with the personal attributes which he considers desirable that each category of worker shall possess (taking due cognisance of the provisions of the Contract relating to training).

The Contractor shall, at his own cost, take all necessary actions to advertise within the communities comprising the personnel resources, the fact that temporary employment opportunities exist and the time and place where recruiting will occur. This shall include making contact with the local ward councillors and or labour forums that may exist. Delays in obtaining temporary workers shall not be accepted as reasonable grounds for seeking an extension of time claim.

The Contractor shall record in writing, the details of all persons applying for employment, including *inter alia*:

- (i) Name, address, age and sex
- (ii) Marital status and number of dependants
- (iii) Qualifications and previous work experience (whether substantiated or not)

- (iv) Period since last economically active
- (v) Preference for type of work or task.

The Contractor shall make his selection of workers from amongst the applicants, taking due cognisance of his requirements for the workforce and the provisions of the contract in regard to the provision of training to the workforce and in accordance with the following principles:

- (i) No potential temporary worker shall be precluded from being employed by the Contractor on the execution of the Works, by virtue of his lack of skill in any suitable operation forming part of the Works, unless -
 - all available vacancies have been or can be filled by temporary workers who already possess suitable skills, or
 - The Time for Completion allowed in the Contract, or the remaining portion of the Contract Period (as the case may be) is insufficient to facilitate the creation of the necessary skills.
- (ii) Preference shall be given to the unemployed and single heads of households.
- (iii) The Contractor shall, in so far as is reasonably practicable, give priority to accommodating the applicants' expressed preferences regarding the types of work for which they are selected.
- (iv) The selection process shall not be prejudicial to youth (over the age of fifteen years) and women. After making his selection, the Contractor shall advise the Engineer thereof, in writing and the Engineer shall, without undue delay, ratify the Contractor's selection.

The provisions of this clause shall apply *mutatis mutandis* in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time during the Contract.

The Contractor shall, after selecting his temporary workforce, arrange at his own cost for the appointment of the Liaison Officer as representative of the workforce to act on their behalf with regards to all matters pertaining to the workforce.

E8. TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE

E8.1 All temporary workers engaged in accordance with the provisions of the Construction Specifications, shall be employed on the terms and conditions of employment as are consistent with those as set out in this Contract. The Contractor shall implement and adhere strictly to such terms and conditions relating to the employment of the temporary workforce, and subject only to the provisions of this Contract, shall not employ any temporary worker on terms and conditions which are less favourable to the worker or inconsistent with the standards and norms generally applicable to temporary workers in the Civil Engineering Industry and applicable to the particular area.

E8.2 The Contractor shall pay to all temporary workers engaged in terms of Part A of the Construction Specifications, not less than the minimum rate of remuneration as specified by the Department of Labour for the free State area.

E9. LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES

The Contractor, as the Employer of the workforce, shall be fully responsible for the establishment and maintenance at his own cost, of satisfactory labour relations on site and the resolution of all grievances of temporary workers as may occur.

The Contractor shall at all times adhere to the accepted norms and standards of labour relations prevailing generally in the Civil Engineering Construction Industry and shall conduct himself in a fair and reasonable manner, within the constraints as may be imposed upon him by the terms of the Contract.

In the event of any temporary worker engaged by the Contractor in terms of the Contract, being aggrieved with regard to his terms of employment, working conditions and training, he shall have the right, at his discretion, to be supported in any inquiry or disciplinary hearing or investigation instituted by the Contractor by one member of the temporary workforce and one member of the Project Committee, which persons shall be nominated by the worker.

In the event of any grievance not being satisfactorily resolved through the application of normal dispute resolution procedures, then either the Contractor or the worker concerned may require that the matter be referred to the Project Committee for further consideration, with a view to facilitate the resolution thereof.

E10. THE SUBCONTRACTORS' WORKFORCES

The provisions of this Part F shall apply *mutatis mutandis* to the workforces employed by all Subcontractors engaged by the Contractor and the Contractor shall be fully responsible for ensuring, at his own cost, that the terms of every subcontract agreement entered into are such as to facilitate the application of these provisions in respect of the workforces of all Subcontractors.

The Contractor shall at his own cost and to the extent necessary, assist and **monitor all Subcontractors in the application of the provisions of this Specification, and shall**, in terms of the Conditions of Contract, remain fully liable in respect of the acts, omissions and neglects of all Subcontractors, in respect of the application of the provisions of this Specification.

E11. MEASUREMENT AND PAYMENT

The Contractor will not be separately reimbursed or compensated in respect of the provision of the workforce and creation of temporary employment opportunities and all the Contractor's costs associated with compliance with the provisions of this part of the Construction Specifications shall, except to the extent provided for in Part F as relevant, be deemed to be included in the rates tendered for the various items of work listed in the Bill of Quantities.



PART F: PROVISION OF STRUCTURED TRAINING

CONTENTS

F1	SCOPE
F2	INTERPRETATIONS
F3	ENGINEERING SKILLS TRAINING
F4	ENTREPRENEURIAL SKILLS TRAINING
F5	MEASUREMENT AND PAYMENT

F1. SCOPE

This specification covers the requirements for the provision of the following training:

- (i) Specified structured training to selected members of the workforce and small, medium and micro enterprises (SMME's) by a selected Subcontractor as appointed by the Employer.
- (ii) Additional training deemed necessary by the Contractor, to members of the workforce and small, medium and micro enterprises (SMME's).

F2. INTERPRETATIONS

F2.1 Supporting documents

The Tendered Rules, Conditions of Contract, Standard, Supplementary and Specific Specifications and Construction Specifications and drawings shall *inter alia* be read in conjunction with this specification.

F2.2 Application

The provisions of this specification shall apply in respect of all workers and small, medium and micro enterprises other than the Contractor's key personnel, who are engaged on the execution of the works.

F3. ENGINEERING SKILLS TRAINING

The Contractor shall, from the commencement of the contract, implement a structured training programme comprising of the training delivered by the Selected Subcontractor and any additional training as provided for by the Contractor, in which the various skills required for the execution and completion of the works are imparted to the workers, and where applicable, small, medium and micro enterprises engaged thereon, in a

Programmed and progressive manner. Selected workers shall be trained progressively throughout the duration of the contract in the various stages of a particular type of work.

F3.1 Training programme

The skills training programme to be implemented by the Selected Subcontractor shall comply with the following minimum standards:

- a) Be accredited by the Civil Engineering Industry Training Scheme (CEITS) or other institution recognised by the Department of Labour, as being appropriate for application on this project. Accredited training refers to both the trainers as well as to the training materials.
- b) Be delivered by suitably qualified and experienced trainers accredited to do so.

F3.2 In house training

The Contractor shall provide with his Tendered, full details of any additional accredited and in-house training, viewed to be necessary by the Contractor, which he intends to implement at his own cost. These details shall include the following:

- (i) The name of the accredited training institution and programme
- (ii) The various aspects of each type of training comprised in the programme
- (iii) The manner in which the training is to be delivered
- (iv) The numbers and details of the trainers to be utilized.

Details of such additional skills training shall be attached to Form H of the forms to be completed by the Tenderer.

F3.3 Additional training

The Contractor shall be responsible for the provision of the following necessary for the delivery of the specified and additional skills training programme, including the following:

- (i) Sufficient skilled, competent and accredited trainers to deliver the additional training programme to workers in accordance with the training programme
- (ii) A suitably furnished venue
- (iii) Transport of the workers as required
- (iv) Tools, equipment, and teaching aids
- (v) Stationery and all other necessary materials.

F3.4 Selection of candidates

Members of the workforce will be selected by the Engineer, assisted by the Contractor and the Liaison Officer, to receive specific training as approved by the Engineer.

The following will be taken into account in the selection of the workers to receive the specified training:

- (i) Previous experience (if any)
- (ii) Previous courses completed (if any)
- (iii) Module specific requirements.

F3.5 Duration of training

The Contractor shall allow in his programme for the selected members of the workforce to be engaged in the specified training modules.

Provision must also be made by the Contractor for members of the workforce to receive any additional training as provided for by the Contractor.

F3.6 Training hours

All specified skills-related training shall take place only during normal working hours and the Contractor shall ensure that the selected workers are available at the appropriate times to undergo such training.

F3.7 Approval of training

Both the Selected Subcontractor's and the Contractor's additional training programme shall be subject to the approval of the Engineer, and if so instructed by the Engineer, the Contractor shall alter or amend the programme and course content to suit changing conditions on site and all changes in the Contractor's programme of work.

F3.8 Training record

The Contractor shall keep comprehensive records of the training given to each worker involved in training as well as the nature and number of each task executed by the worker and whenever required shall provide copies of such records to the Engineer.

F3.9 Remuneration during training

Workers shall be remunerated in respect of all time spent undergoing the specified training in terms of Clause D03.02, at the minimum specified wage rate for the area of the Works.

F3.10 Use of workers

The Contractor shall, in so far as it is reasonably feasible, take due cognizance of the nature of the works to be executed at any given time and use trained workers on those aspects of the works for which they have been trained.

F4. ENTREPRENEURIAL SKILLS TRAINING

F4.1 Selection of Candidates

Members from selected small, medium and micro enterprises employed by the Contractor as Subcontractors will be entitled to receive a structured training programme, comprising of training delivered by a Selected Subcontractor and any

additional training as provided for by the Contractor, the training will comprise both management skills as well as business development skills.

F4.2 Performance and monitoring

The Contractor shall closely monitor the performance of all the Subcontractors in the execution of their contracts and shall identify all such Subcontractors who, in his opinion, display the potential to benefit from structured training as may be provided for elsewhere in the Contract and where required by the Engineer, and shall make recommendations in this regard. The final list of candidates will be decided between the Contractor, the Engineer and the Project Committee.

F4.3 Delivery of training

The Contractor shall assist in facilitating in the delivery of the training, by instructing and motivating the Subcontractor's regarding attendance and participation therein.

F4.4 Programming of work and training

The Contractor shall further make all reasonable efforts to co-ordinate the programming of the Subcontractor's work with that of the delivery of the structured training.

F4.5 Training standards

The entrepreneurial skills training programme to be implemented by the selected Subcontractor shall comply with the following minimum standards:

(i) Be accredited by the Civil Engineering Industry Training Scheme (CEITS) or other institution recognised by the Department of Labour, as being appropriate for application on this project. Accredited training refers to both the trainers as well as to the training materials.

(ii) Be delivered by suitably qualified and experienced trainers accredited to do so

F4.6 Certificates

Following completion of the structured training, members of small, medium and micro Subcontractors that have demonstrated understanding of and competence in the training material are to be appropriately certified by the accrediting body.

F4.7 In house training and additional training

The Contractor shall provide with his Tendered, full details of any additional accredited and in-house training, viewed to be necessary by the Contractor, which he intends to implement at his own cost. These details shall include the following:

(i) The name of the training institution and programme

- (ii) The various aspects of each type of training comprised in the programme
- (iii) The manner in which the training is to be delivered
- (iv) The numbers and details of the trainers to be utilized.

Details of such additional entrepreneurial training shall be attached to Form H of the forms to be completed by the Tenderer.

F4.8 Provision of entrepreneurial training

The Contractor shall be responsible for the provision of the following necessary for the delivery of the entrepreneurial training programme, including the following:

- (i) Sufficient skilled and competent trainers to deliver the additional training programme to trainees in accordance with the training programme
- (ii) A suitably furnished venue
- (iii) Transport of the trainees as required
- (iv) Tools, equipment, and teaching aids
- (v) Stationery and all other necessary materials.

F4.9 Training hours

All specified entrepreneurial training shall take place within normal working hours.

F4.10 Approval of training

Both the Selected Subcontractor's and the Contractor's training programme shall be subject to the approval of the Engineer, and if so instructed by the Engineer shall alter or amend the programme and course content.

F4.11 Training records

The Contractor shall keep comprehensive records of the training given to each Subcontractor involved in training and whenever required shall provide copies of such records to the Engineer. At the successful completion of each course each Subcontractor shall be issued with a certificate indicating the course contents as proof of attendance and completion.

F4.12 Remuneration during training

No remuneration in respect of time spent undergoing specified training in terms of this clause will be made to any of the Subcontractors.

F5. MEASUREMENT AND PAYMENT

F5.1 Basic principles

a) General

Measurement and payment for all work executed in terms of this contract shall be measured and paid for in accordance with the principles of the Construction Specifications, irrespective of whether the work is executed as an integral part of the provision of training in terms of this specification.

b) Training

The Contractor shall only be reimbursed for the amounts actually paid by the Contractor to the Selected Subcontractors as appointed by the Employer, in execution of the Engineer's written instruction, plus a percentage as Tendered to cover all his charges and profits.

F5.2 Scheduled items

Payment items are included in the bill of Quantities for the provision of the specified training by selected Subcontractors only.

	Item	Unit
F5.2.1	Conducting of skills audit and the development of a training plan	Provisional
Sum		

A provisional sum is allowed for the conducting of a skills audit of the Local Labour, as well as the compilation of a training plan.

The provisional sum shall include full compensation for identification of pre-qualification criteria and training needs, staff assessment and evaluation prior to training, all technical research, identification of accredited training courses, and all other actions necessary for commencement of official training sessions in accordance with the specification.

Any expenditure under this item requires the written prior approval of the Engineer and Employer.

Item	Unit
F5.2.1	Presenting accredited training course for Local Labour and MEs
Sum	Provisional

The provisional sum shall include full compensation for presenting the courses, including lectures, demonstrations, on-site training and hands-on development, and improvement of maintenance personnel's skills to enable them to maintain and repair installations safely and efficiently at the satisfactory functional condition specified.

The provisional sum shall also include full compensation for the Contractor's time, appointment of the accredited trainer for the course, and for all material expenses such as paper hand-outs and slides for the whole group of trainees, the number of which shall be determined during development of the training course.

Any expenditure under this item requires the written prior approval of the Engineer and Employer.

F5.2.2 Penalty Calculation

Use of Local Labour

Should the contractor fail to meet the minimum requirement of creating 25 employment opportunities on site for the duration of the contact, a penalty of 1,5 * the value of the amount of employment that was not created, calculated at R350-00 per day per person, will be calculated and imposed. This amount will be deducted from the Contractor's payment certificate.

The Contractor is to indicate to the Municipality via a report certified by their auditors indicating the payments made to Local Labour at the end of the Contract before the retention money is released.



METSIMAHOLO LOCAL MUNICIPALITY

BID NO MLM 01/2026/27

**CONSTRUCTION OF 1.52KM PAVED ROADS AND STORMWATER DRAINAGES IN
ZAMDELA WARD 2**

C3.5 Particular Specifications

C3.5.1 HIV/AIDS REQUIREMENTS

C1001 SCOPE

This specification contains all requirements applicable to the Contractor for creating HIV/AIDS awareness amongst all of the Workers involved in this project for the duration of the construction period, through the following strategies:

- Raising awareness about HIV/AIDS through education and information on the nature of the disease, how it is transmitted, safe sexual behaviour, attitudes towards people affected and people living with HIV/AIDS, how to live a healthy lifestyle with HIV/AIDS, the importance of voluntary testing and counselling, the diagnosis and treatment of Sexually Transmitted Infections and the closest health Service Providers.
- Informing Workers of their rights with regard to HIV/AIDS in the workplace.
- Providing Workers with access to condoms and other awareness material that will enable them to make informed decisions about sexual practices.

C1002 DEFINITIONS AND ABBREVIATIONS

a) Definitions

Service Provider: The natural or juristic person recognised and approved by the Department of Public Works as a specialist in conducting HIV/AIDS awareness programs.

Service Provider Workshop Plan: A plan outlining the content, process and schedule of the training and education workshops, presented by a Service Provider which has been approved by the Representative/Agent.

Worker: Person in the employ of the Contractor or under the direction or supervision of the Contractor or any of his Sub-contractors, who is on site for a minimum period of 30 days in all,

b) Abbreviations

HIV : Human Immunodeficiency Virus

AIDS : Acquired Immune Deficiency Syndrome

STI : Sexually Transmitted Infection

C1003 BASIC METHOD REQUIREMENT

The Contractor shall, through a Service Provider, conduct onsite workshops with the Workers.

The Service Provider shall develop and compile a Service Provider Workshop Plan to be presented at the workshops and which will be best suited for this project to achieve the specified objectives with regard to HIV/AIDS awareness.

The Service Provider Workshop Plan shall be based on the following information provided by the Contractor:

- Number of Workers and Sub-contractors on site
- When new Workers or Sub-contractors will join the construction project
- Duration of Workers and Sub-contractors on site
- How the maximum number of Workers can be targeted with workshops

- How the Contractor prefers workshops to be scheduled, e.g., three hourly sessions per Worker, or one 2.5-hour workshop per Worker
- Profile of Workers, including educational level, age and gender (if available)
- Preferred time of day or month to conduct workshops
- A Gantt chart reflecting the construction programme, for scheduling of workshops
- Suitable venues for workshops

The Contractor shall submit the Service Provider Workshop Plan for approval within 14 days after the Commencement Date. After approval by the Representative/Agent, the Contractor shall make available a suitable venue that will be conducive to education and training.

The Service Provider Workshop Plan shall address, but will not be limited to the following:

- a) The nature of the disease;
- b) How it is transmitted;
- c) Safe sexual behaviour;
- d) Post exposure services such as voluntary counselling and testing (VCT) and nutritional plans for people living with HIV/AIDS;
- e) Attitudes towards other people with HIV/AIDS;
- f) Rights of the Worker in the workplace;
- g) How the Awareness Champion will be equipped prior to commencement of the HIV/AIDS awareness programme with basic HIV/AIDS information and the necessary skills to handle questions regarding the HIV/AIDS awareness programme on site sensitively and confidentially;
- h) How the Service Provider will support the Awareness Champion;
- i) Location and contact numbers of the closest clinics, VCT facilities, counselling services and referral systems;
- j) How the workshops will be presented, including frequency and duration;
- k) How the workshops will fit in with the construction programme;
- l) How the Service Provider will assess the knowledge and attitude levels of attendees to structure workshops accordingly;
- m) How the video will be used;
- n) How the Service Provider will elicit maximum participation from the Workers;
- o) A questions and answers slot (interactive session)

The Service Provider Workshop Plan shall encompass the Specific Learning Outcomes (SLO) as stipulated.

C1004 HIV/ AIDS AWARENESS EDUCATION AND TRAINING

a) Workshops

The Contractor shall ensure that all Workers attend the workshops.

The workshops shall adequately deal with all the aspects contained in the Service Provider Workshop Plan. A video of HIV/AIDS in the construction industry, which can be obtained from all Regional Offices of the Department of Public Works, is to be screened to Workers at workshops. In order to enhance the learning experience, groups of not exceeding 25 people shall attend the interactive sessions of the workshops.

b) Recommended practice

i) Workshop Schedule

Presenting information contained in the Service Provider Workshop Plan can be divided in as many workshop sessions as deemed practicable by the Contractor, provided that all Workers are exposed to all aspects of the workshops as outlined in the Service Provider Workshop Plan.

Breaking down the content of information to be presented to Workers into more than one workshop session however, has the added advantage that messages are reinforced over time while providing information. Workers will also have an opportunity to ask questions at a following session.

ii) Service Providers

A database of recommended Service Providers is available from all Regional Offices of the Department of Public Works.

iii) HIV/AIDS Specific Learning Outcomes and Assessment Criteria

Workers shall be exposed to workshops for a minimum duration of two-and-a-half hours.

c) Displaying of plastic laminated posters and distribution of information booklets.

The Contractor shall obtain a set of four laminated posters conveying different key messages and information booklets, which are available from all Regional Offices of the Department of Public Works.

The above-mentioned posters and information booklets have been prepared to raise awareness and to share information about HIV/AIDS and STI's.

Posters or display stands shall be displayed on site as soon as possible, but not later than 14 days after the date of site handover.

Posters shall be displayed in areas highly trafficked by Workers, including toilets, rest areas, the site office and compounds.

The posters on display must always be intact, clear and readable.

Information booklets must be distributed to all Workers as soon as possible, but not later than 14 days after site handover, or as soon as the Worker joins the site.

C1005 PROVIDING WORKERS WITH ACCESS TO CONDOMS

The Contractor shall provide and maintain condom dispensers and make both male and female condoms, complying with the requirements of SANS ISO 4074, available at all times to all Workers at readily accessible points on site, for the duration of the contract. The Contractor may obtain condom dispensers from the Department of Health and condoms may be obtained from the Local Clinic or the Department of Health.

At least one male and one female condom dispenser and a sufficient supply of condoms, all to the approval of the Representative/Agent, shall be made available on site within 14 days of site hand over. Contractors should note that arrangements to obtain condoms from the Department of Health Clinics prior to site hand over may be necessary, to ensure that condoms are available within 14 days of site handover.

Condoms shall be made available in areas highly trafficked by Workers, including toilets, the site office and compounds.

C1006 ENSURING ACCESS TO HIV/AIDS TESTING AND COUNSELLING FACILITIES AND TREATMENT OF SEXUALLY TRANSMITTED INFECTIONS (STI)

The Contractor shall provide Workers with the names of the closest Service Providers that provide HIV/AIDS testing and counselling and Clinics providing Sexually Transmitted Infection (STI) diagnosis and treatment. Information on these Service Providers and Clinics must be displayed on a poster of a size not smaller than A1 in an area highly trafficked by Workers.

C1007 APPOINTMENT OF AN HIV/AIDS AWARENESS CHAMPION

Within 14 days of site handover the Contractor shall appoint an Awareness Champion from amongst the Workers, who speaks, reads and writes English, who speaks and understands all the local languages spoken by the Workers and who shall be on site during all stages of the construction period. The Contractor shall ensure that the Awareness Champion has been trained by the Service Provider on basic HIV/AIDS information, the support services available and the necessary skills to handle questions regarding the HIV/AIDS programme in a sensitive and confidential manner.

The Awareness Champion shall be responsible for:

- a) Liaising with the Service Provider on organising awareness workshops;
- b) Filling condom dispensers and monitoring condom distribution;
- c) Handing out information booklets;
- d) Placing and maintaining posters

C1008 MONITORING

The Contractor shall grant to the Representative/Agent reasonable access to the construction site, in order to establish that the Contractor complies with his obligations regarding HIV/AIDS awareness under this contract.

The Contractor must report problems experienced in implementing the HIV/AIDS requirements to the Representative/Agent.

C3.5.2 OCCUPATIONAL HEALTH AND SAFETY

D1001 GENERAL

a) Tender Document

This document is the pre-contract Health and Safety Specification which must be used by the Principal Contractor and Sub Contractors appointed by the Principal Contractor to compile Health and Safety Plans for this project and forms part of the tender documentation.

The Principal Contractor and Sub Contractors' particular attention is drawn to paragraph 2 of this specification whereby

"Upon award of the contract, the contractor is to assume and adopt the function and duties of the Principal Contractor as set out in the Construction Regulations 2003 No. R. 1010 promulgated 18 July 2003."

The health and safety specifications outlined herein must be taken into account and due allowance made within the pricing of appropriate items contained within the specification. Where the Tenderer is of the opinion that a requirement is missing or is not adequately specified then this shall be drawn to the Client / Client's Agent's attention during the tender period. In the absence of any direction to the contrary, the Tenderer shall as part of the tender submission, set out the details of such discrepancy together with the costs associated therewith, separately identified and included within the tender figure.

b) Principal Contractor

The successful Tenderer will on be signing of the contract for: **CONSTRUCTION OF 1.52KM PAVED ROADS AND STORMWATER DRAINAGES IN ZAMDELA WARD 2**; be required to fulfil the function and duties of the Principal Contractor as set out in the Construction Regulations 2003 No. R. 1010 promulgated 18 July 2003.

c) Start of Construction Phase

The construction phase shall not commence until the Principal Contractor's Health and Safety Plan was considered and approved by the Client / Client's Agent and Design Team. The Client / Client's Agent shall discuss and negotiate with the Principal Contractor the contents of the Health and Safety Plan submitted by the Principal Contractor before finally approving it for implementation.

The construction phase shall not commence until written permission is received from the Client / Client's Agent. In this respect the Client / Client's Agent may rely on the advice of the Design Team as to the adequacy and comprehensiveness of the Plan offered by the Principal Contractor.

In preparing their detailed Health and Safety Plan based on the relevant sections of this Health and safety Specifications supplied to them by the Client, Client's Agent, contractors must allow for the adoption of safe working procedures and co-ordinate and rationalize activities to avoid controllable hazards arising due to clashes of activities.

d) Sub-Contractors, Suppliers & Designers

The Principal Contractor shall ensure that all direct appointments in connection with this project include provisions for the compliance of his sub-contractors, suppliers and designers, etc, with the relevant provision of the Occupational Health and Safety Act (Act 85 of 1993) and its Regulations, in particular the Construction Regulations 2003 No. R. 1010 promulgated 18 July 2003.

e) **Liaison**

The Principal Contractor shall together with all his appointees, liaison with the Client / Client's Agent as required under the Regulations and agree procedures for the transfer of relevant Information in respect of designs and in connection with the preparation of the Health and Safety File.

f) **Advice**

The Tenderer shall, as part of the tender submission, indicate where advice will or may be required of the Client / Client's Agent in respect of the competence of the Tenderer's designers and the adequacy of resources allocated or to be allocated by them.

g) **Undertaking by Principal Contractor and Sub-Contractors appointed by the Principal Contractor**

The Principal Contractor as well as Sub-Contractors appointed by him / her shall undertake in writing to ensure that the provisions of the Occupational Health and Safety Act (Act 85 of 1993) and its Regulations, in particular the Construction Regulation of 2003 No. R 1010 and any amendments or re-enactments thereto are complied with. The attached Occupational Health and Safety provisions undertaking form for the Principal Contractor in Appendix 1 shall be completed and signed by the Managing Director of the company / firm awarded the tender.

h) **Client's Occupational Health and Safety Agent:**

Name: Successful Tenderer will be informed.

Address:

Tel:

Fax:

Mobile:

D1002 INFORMATION REQUIREMENTS

The contractor must provide the following information.

a) **General**

- The Principal Contractor / Sub-Contractor shall have an OHS Policy in accordance with the OHS (Occupational Health and Safety Act, Act 85 of 1993) and include a copy of the Policy in the Health and Safety Plan to be submitted by the Principal Contractor / Sub-Contractor.
- The Principal Contractor / Sub-Contractor shall promptly display a copy of the Company's OHS Policy on the OHS Notice Board for the duration of the contract and include it into information provided to persons at the contract OHS induction.
- The Principal Contractor shall develop a Contract specific OHS Management Commitment Statement based on the Company's OHS Policy.
- The Principal Contractor's Managing Director shall sign the Commitment Statement and prominently display a copy on the OHS Notice Board for the duration of the contract. A copy of the Commitment Statement shall be included in information provided to persons at the Contract OHS induction and a copy shall also be supplied to each sub-contractor.

b) **Management**

- Details of the personnel and management systems to be put in place to prepare, manage, implement, conduct and monitor the Health and Safety Plan for the project. Broadly speaking your:
 - Organisation's internal structure that establishes SHE (Safety, Health and Environmental) ROLES, RESPONSIBILITIES, ACCOUNTABILITIES, and REPORTING RELATIONSHIPS,
 - SHE (Safety, Health and Environmental) PLANS, POLICIES, PROCEDURES, DIRECTIVES and STANDARDS that provide instructions as to how activities and functions are to be carried out,
 - SHE (Safety, Health and Environmental) CONTROLS, INSPECTIONS, REVIEWS, etc. built into construction operations to ensure that performance is consistent with SHE (Safety, Health and Environmental) objectives and requirements,
 - SHE (Safety, Health and Environmental) COMMUNICATION MECHANISMS for collecting, handling and reporting information.

In other words, Management Systems that specifies WHO is going to do WHAT, WHERE, WHEN, Why and HOW.

- Details of relevant qualifications and experience held by the persons nominated above, including recent health and safety education and training undertaken.
- Procedures for determining the competence of contractors engaged on the project, whether employed by the contractor directly or by others, to fulfil their duties under the Construction Regulations 2003 (No. R. 1010 Promulgated 18 July 2003).

c) Hazard Identification, Risk Assessment and control

- The Principal Contractor / Sub-Contractor shall detail and implement procedures that will identify hazards, assess risks and determine suitable control measures as they arise throughout term of the contract. These procedures shall both comply with and be implemented and managed in accordance with the specification.
- The Principal Contractor / Sub-Contractor shall detail and implement procedures that ensure control measures are evaluated for effectiveness and modified as necessary. The evaluation procedure shall detail the responsibilities, timelines and records that will be kept as part of the process.
- Where Risk is controlled through administrative control measures, the Principal Contractor / Sub-Contractor shall ensure that the administrative measures are:
 - Clearly documented and those personnel responsible for implementation and management are explicitly defined;
 - Understood by all relevant personnel through training and assessment;
 - Implemented as documented and promptly reviewed for effectiveness following initial implementation;
 - Amended and authorized as required;
 - Adequately supervised, managed and audited to ensure continuing compliance;
 - Available at all times wherever the measures are being implemented.
 - Any piece of plant or equipment not complying with the specification shall cease operation until the Principal Contractor / Sub-Contractor can demonstrate to the

satisfaction of the Client / Client's Agent that the piece of non-conforming plant or equipment conforms to these requirements.

d) Health and Safety Plan

The Principal Contractor / Sub-Contractor shall develop a Health & Safety Plan to reflect variations in design or changes in site conditions and liaise with the Client /Client's Agent.

The Principal Contractor shall develop this Health and Safety Plan so that it:

- Incorporates the contractor's approach to managing the construction work to ensure the health and safety of all persons carrying out the construction work and all persons who may be affected by their work.
- Includes the risk assessments prepared by all Contractors under their duties set out in the Construction Regulations 2003 and any other relevant legislation (i.e. the OHS Act and Regulations, etc).
- Includes the arrangements for ensuring that, where appropriate or specifically requested, all Contractors / Sub-Contractors prepare suitable and sufficient method statements for their construction works which incorporate adequate measures for ensuring the health and safety of all persons who may be affected by these works.
- Incorporates the common arrangements for site safety, statutory notices and registers etc.
- Includes the site rules to be adopted for controlling the risks to health and safety during the construction phase(s) or the project.
- Includes reasonable arrangements for monitoring compliance with health and safety legislation and site rules.
- Includes reasonable measures to ensure co-operation between all Contractors and Sub-Contractors in respect of health and safety provisions and prohibitions.
- Includes the steps to be taken to ensure that only authorised persons are allowed into any premises or parts of the site / premises where construction work is being carried out.
- Includes arrangements for emergency procedures.
- Includes arrangements for ensuring that, so far as is reasonably practicable, every Contractor and Sub-Contractor is provided with comprehensible information about the risks to health and safety of that Contractor / Sub-Contractor, or of any employees or other persons under their control, arising out of the construction works, including the emergency procedures
- Includes details of the arrangements for ensuring, so far as is reasonably practicable, that the employees or other persons under the control of any Contractor / Sub-Contractor, and any visitors to the site, receive adequate information about the risks to their health and safety arising out of the construction works and, where necessary, adequate training to carry out their work in a safe and healthy manner.
- Includes arrangements for providing all persons at work on the site and visitors to the site with the opportunity and means of discussing and offering advice on health and safety issues relating to the construction works.
- Includes arrangements for the reporting of any accidents, injuries or dangerous occurrences, including conforming to the statutory requirements.

- Can be modified as the work proceeds to take account of any information received from Contactors / Sub-Contractors, any experience gained during the course of the project or any changes necessary as a result of unforeseen circumstances or alterations to the design.

e) **Programme**

A time estimate required by the contractor to implement the Health & Safety Plan sufficiently for works to commence on site.

f) **Cost**

A detailed breakdown of costs allowed in the contractor's tender for preparing, managing, implementing and monitoring the Health and Safety Plan, and for complying with the requirements imposed on the Principal Contractors under the Construction Regulations of 2003(No. R. 1010 Promulgated 18 July 2003).

D1003 GENERAL SITE SAFETY

a) **Safety training & education**

The Principal Contractor shall detail the OHS competencies and training received by its contract management personnel.

The Principal Contractor's Health and Safety Plan shall have a detailed register of the skills and competencies for all personnel for the activities that the personnel will undertake under the contract. (E.g., Mobile plant operators, crane operators etc.)

The Principal Contractor shall demonstrate and maintain documentary evidence of competencies on site for the duration of the contract.

b) **Induction Training**

The Principal Contractor / Sub-Contractor shall develop and detail a Site Induction Training Programme as part of the Occupational Health and Safety Plan to be submitted to the Client / Client's Agent prior to commencement of construction that includes as a minimum:

- i) Training related to hazards likely to be encountered on Site and control measures that have been developed in response to these hazards;
- ii) Roles and Responsibilities;
- iii) The requirements of the Health and Safety Plan submitted and approved;
- iv) Address the identified issues in the Fire Safety, Emergency, Evacuation and Rescue Plan to ensure that all Site personnel are aware of procedures in the event of an incident or emergency occurring;

The Principal Contractor / Sub-Contractor shall evaluate all persons undertaking the site Induction Training through a written test to ensure that inductees have an understanding of the OHS (Occupational Health and Safety) requirements for the contract. The written tests shall be signed and dated by the person undertaking the induction training to attest to their understanding and be retained by the Principal Contractor / Sub-Contractor as a record that the training has been completed.

c) **Induction training for specified work**

The Principal Contractor/Sub-Contractor shall conduct Site Specific Occupational Health and Safety Induction Training for all personnel, the Client/Client's Agent and all visitors not escorted on Site by inducted persons.

The Principal Contractor / Sub-Contractor shall evaluate all persons undertaking the Site Induction Training through a written test to ensure that inductees have an understanding of the OHS (Occupational Health and Safety) requirements for the contract. The written tests shall be signed and dated by the person undertaking the induction training to attest to their understanding and be retained by the Principal Contractor / Sub-Contractor as a record that the training has been completed.

d) Recording & reporting of injuries

Make arrangements for all contractors to report accidents, ill health and dangerous occurrences notifiable to the Department of Labour under Section 24 of the OHS Act (Occupational Health and Safety Act, Act 85 of 1993) (Reporting to DOL (Department of Labour) Inspector regarding certain incidents).

All lost time incidents associated with the contract works or reportable as defined by Section 24 of the OHS Act shall be immediately reported to the Client / Client's Agent.

The Principal Contractor / Sub-Contractor shall provide a detailed report of all accidents / incidents, including events that could have become lost time incidents were it not for fortuitous circumstances to the Client / Client's Agent within 5 days of the incident occurring. The Principal Contractor / Sub-Contractor shall provide copies of all reports and information associated with the incidents to the Client / Client's Agent. Copies of reports must be placed on the Health and Safety File.

Where the Principal Contractor / Sub-Contractor has been:

- Served with a prohibition, contravention or improvement notice under the OHS Act; or
- Required to comply with any order issued by an inspector for the Department of Labour;

The Principal Contractor / Sub-Contractor shall immediately supply a copy of that notice, order or notification to the Client / Client's Agent.

Where the Principal Contractor / Sub-Contractor have been served with a summons or is convicted of any offence in relation to occupational health and safety, the Principal Contractor / Sub Contractor shall immediately supply a copy of that summons to the Client / Client's Agent.

The Principal Contractor / Sub-Contractor shall detail the reporting and investigation procedures for incident investigation. The procedures shall include the investigating officer responsible and the time limits imposed for reporting and investigating the incident and to implement corrective action in a timely manner so as to prevent a recurrence.

The client / Client's Agent may participate in or undertake an investigation into the incident, injury or illness at its discretion and the Principal Contractor / Sub-Contractor shall cooperate with and provide assistance to the investigation organised and undertaken by the Client / Client's Agent.

e) First Aid

Establish and implement a first-aid programme to provide emergency treatment to victims of accidents, chemical substances or excessive exposure to toxic substances.

The programme shall include:

- proper first aid facilities administered by qualified personnel,
- first-aid boxes,
- first-aid room, where there are 500 or more workers on site,

- training and re-training of first-aiders,
- first-aid treatment procedures,
- standard procedures,
- special procedures, e.g., for poisoning,
- maintenance of first-aid facilities

All first-aid provisions shall comply with the OHS Act (Act 85 of 1993)

f) **Fire protection and prevention**

- Appropriate measures must be taken to avoid the risk of fire.
- Sufficient and suitable storage must be provided for flammable liquids, solids and gases.
- Smoking must be prohibited and notices in this regard must be prominently displayed in all places containing readily combustible or flammable materials;
- Combustible materials must not accumulate on the construction site.
- Welding, flame cutting and other hot work may only be done after the appropriate precautions have been taken to reduce the risk of fire.
- Suitable and sufficient fire-extinguishing equipment must be placed at strategic locations and such equipment must be maintained in good working order
- A sufficient number of workers must be trained in the use of fire-extinguishing equipment.

g) **Site Emergency Procedures**

The Principal Contractor/Sub-Contractor shall establish an Emergency Evacuation and Rescue plan.

The plan shall include the following detail:

- The role and responsibility of every individual in the work area on fire safety emergency evacuation and rescue;
- General work area precautions, fire prevention, detection, protection and warning alarm systems;
- Firefighting and rescue equipment including types of fire extinguishers;
- Fire safety measures for Site accommodation;
- Escape and communication;
- Fire brigade access, facilities and coordination;
- Fire drills and training including the use of firefighting equipment;
- Material storage including flammable liquids, gasses and waste;

The Principal Contractor / Sub-Contractor shall ensure that all procedures, precautionary measures and safety standards stipulated in the Plan are communicated, implemented and complied with by all workers including other interfacing contractors on Site.

The Principal Contractor / Sub-Contractor shall practise their emergency preparedness within six (6) weeks of the commencement of work and at least four (4) monthly intervals thereafter.

The Principal Contractor / Sub-Contractor shall review and ensure the adequacy of the Plan as the work progress.

The Principal Contractor / Sub-Contractor shall conduct monthly checks on firefighting equipment and test alarms and detection devices installed on Site and document findings in a register which shall be on site at all times for inspection.

The Principal Contractor / Sub-Contractor shall conduct weekly inspections of escape routes, fire brigade access, firefighting facilities and working areas to ensure that the requirements stipulated in the Fire Safety, Emergency, Evacuation and Rescue Plan are complied with. All inspection records shall be documented in registers and kept in the Health and Safety file for inspection at any time.

h) **Housekeeping**

Suitable housekeeping must continuously be implemented on the construction site, including:

- proper storage of materials and equipment
- removal of scrap, waste and debris at appropriate intervals;

Loose materials shall not be placed or allowed to accumulate on the site so as to obstruct access and egress from workplaces and passageways.

i) **Stacking & Storage**

- Adequate storage areas are must be provided.
- Storage areas must be kept neat and under control.

j) **Illumination**

Provide adequate artificial lighting when work is carried out after dark or inside buildings.

k) **Sanitation / Hygiene**

Provision of site hygiene facilities:

- One sanitary facility for every 30 workers.
- Adequate washing facilities.
- One shower facility for every 15 workers;

Drying sheds, huts, rooms or other accommodation for sheltering during bad weather, storing clothes and taking meals. Facilities should include tables and chairs, suitable means for boiling water and a supply of wholesome drinking water.

The contractor shall provide reasonable and suitable living accommodation for the workers at construction sites which are remote from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

l) **Personal Protective Equipment**

The Principal Contractor / Sub-Contractor shall provide and maintain suitable PPE (Personal Protective Equipment) for all employees employed on the Site.

The Principal Contractor / Sub-Contractor shall ensure that such PPE comply with the requirements of the OHS Act (Occupational Health and Safety Act, Act 85 of 1993).

The Principal Contractor / Sub-Contractor shall also ensure that all equipment is properly used by his / her employees during the course of their work.

The Principal Contractor / Sub-Contractor shall record all issues of all equipment to his / her employees in documented registers and such registers shall be kept in the Health and Safety File on site and made available for inspection at all times.

The Principal Contractor / Sub-Contractor shall provide the Client / Client's Agent with a colour code by which employees will be identified with regard to occupations, responsibilities, accountabilities, reporting relationships and access to different locations on site. (e.g. hard hats, overalls).

PPE shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards.

All personal protective equipment shall be of safe design and construction for the work to be performed.

m) **Permit to work requirements**

Institute a "hot work" permit system in respect of:

- metalwork flame cutting,
- site welding.

n) **Lock-out**

Institute a "Lock-out" procedure in respect of controlling energy so as to prevent unexpected operation or activation of machinery or equipment. This procedure must include a written policy, specific procedures, rules and supervisory follow-up, covering the positive locking of switches and valves to ensure that alterations, maintenance, set-up and or other work can be performed safely.

o) **Monthly Health and Safety Audits**

The Principal Contractor shall carry out monthly Health and Safety Audits on the measures contained within his / her Health and Safety Plan submitted to the Client / Client's Agent as well as Health and Safety Plans submitted by Sub-Contractors appointed by the Principal Contractor to demonstrate that the required level of health and safety are being achieved and maintained and compile a full report to the Client / Client's Agent on such audit.

The Client / Client's Agent will audit the Principal Contractor as well as his / her Sub-contractor's Health and Safety Plans from time to time and will advise the Principal Contractor of any matter with which he / she is not satisfied and the Principal Contractor shall take such steps as are necessary to satisfy the Client / Client's Agent.

The Client / Client's Agent will carry out such audits as he / she considers necessary but not less than monthly.

The Principal Contractor shall make available, specialist personnel as the Client / Client's Agent may consider necessary for the performance of such audits.

The Principal Contractor shall develop and maintain an Audit Schedule that details the audits planned to be undertaken by the Principal Contractor of the work under the contract,

including sub-contractors, for the duration of the contract. The Audit Schedule shall form part of the Health and Safety Plan that needs to be submitted by the Principal Contractor.

Audit reports shall detail the scope of the audit, the audit questions and the audit findings.

The Client / Client's Agent shall be promptly provided with copies of all audit reports together with other documentation to show that all matters raised have been appropriately addressed.

Unless otherwise directed by the Client / Client's Agent the Principal Contractor / Sub-Contractor shall undertake its initial OHS Audit within 4 weeks of commencement of work. The Principal Contractor / Sub-Contractor shall undertake subsequent OHS Audits at a frequency not less than once every 3 months.

All Principal Contractor's OHS Audits shall include an assessment of Sub-Contractor compliance with the approved OHS Plan.

p) Management Review

The Principal Contractor shall undertake an independent review of the Health and Safety Plan for the contract in accordance with the requirements of the OHS Act, relevant Regulations and in particular the Construction Regulations 2003.

A review shall be undertaken 3 months after commencement of the contract and every 6 months thereafter for the duration of the contract.

Following the completion of the review, the Principal Contractor shall submit a written report that details the suitability, adequacy and effectiveness of the OHS Plan and to certify that the Site procedures, practises and operations are in accordance with the contract.

q) Provision of Information

- Provide Sub-Contractors appointed by him / her with the relevant sections of the Health and Safety specifications pertaining to the construction work which has to be performed.
- Where changes are brought to the design and construction, provide sufficient information and appropriate resources to the Sub-Contractor to execute the work safely.
- Discuss and negotiate with Sub-Contractors the contents of the Health and Safety Plan / Plans submitted by them and finally approve such plans for implementation.
- Ensure that copies of Health and Safety plans compiled by the Principal Contractor and his / her Sub-Contractors are available on request to an employee, DOL Inspector, contractor, Client / Client's Agent.
- The Principal Contractor / Sub-Contractor shall detail procedures that will ensure that personnel are suitably consulted and communicated with during the planning and application of work activities associated with the contract.
- The Principal Contractor / Sub-Contractor shall detail the procedures for the identification, assessment and control of hazards associated with the day-to-day work activities. These procedures shall include requirements for consultation with personnel involved in the work activity.
- The Principal Contractor / Sub-Contractor shall have procedures for ensuring that OHS information is communicated to and from its personnel. The Principal Contractor / Sub-Contractor shall hold OHS meetings with all personnel or their representatives at the site on a weekly basis.
- Minutes shall be recorded for all OHS meetings and posted on OHS notice boards within 48 hours of the meeting.

- The Principal Contractor / Sub-Contractor shall maintain at the Site an OHS Notice Board located in a prominent position and accessible to all personnel, for the distribution of OHS information.
- The Principal Contractor / Sub-Contractor shall as a minimum, establish and implement procedures for reporting relevant and timely information with regard to OHS Performance and incidents.
- The Principal Contractor / Sub-Contractor shall establish, implement and maintain a controlled copy of all Contract OHS documentation on Site.
- Where the Principal Contractor / Sub-Contractor's Health and Safety Plan references other documentation including the contract, the Principal Contractor / Sub-Contractor shall ensure that section and clause numbers are clearly denoted in its Health and Safety Plan. All documentation referenced in the Health and Safety Plan shall be available on Site for the duration of the contract.
- Ensure that Health and Safety Files kept by Sub-Contractors appointed by the Principal Contractor is kept on site and made available to an inspector, Client / Client's Agent.
- Hand over a consolidated health and safety file to the Client / Client's Agent upon completion of construction work, including all drawings, designs, materials used and other similar information concerning the completed structure.
- In addition to the Health and Safety File compile a comprehensive and updated list of all contractors on site accountable to the Principal Contractor as well as the agreements between the parties and the type of work done by them.

r) Stop the execution of Construction Work

Stop any construction / construction related work conducted by any person on the construction site, which is not in accordance with the Principal Contractor's health and safety plan and or the health and safety plans of Sub-Contractors which possess a threat to the health and or safety of persons.

s) Handing over of Project Health and Safety file

- Hand over a consolidated health and safety file to the Client / Client's Agent upon completion of construction work, including all drawings, designs, materials used and other similar information concerning the completed structure.
- In addition to the Health and Safety File compile and hand over a comprehensive and updated list of all contractors on site accountable to the Principal Contractor as well as the agreements between the parties and the type of work done by them.

t) Records and Records Management

- The control of records shall be in accordance with the Principal Contractor's / Sub-Contractor's approved Health and Safety Plan for the contract.
- Records shall be registered, ordered and retained on Site in the Health and Safety File for the duration of the contract.

D1004 CHEMICAL HAZARDS

The following construction materials and substances to be used in the works have been identified as potentially posing special health and/or safety hazards during the project:

a) Substances

- Cleaning agent
- Paint

- Oxygen
- Acetylene
- Diesel
- Petrol
- Weed killer

b) Material

- Cement
- Lime
- Mud rock
- Shale
- Clay
- Synthetic fibre filter fabric
- Geo-textile (synthetic polymer)
- Crushed aggregate
- Weathered dolerite gravel
- Fine slurry
- Crusher dust
- Paving blocks

Adhesives / solvents which may make personnel ill by breathing in vapours, irritation if in contact with skin and eyes and can be highly flammable.

Cement can cause ill health by:

- Skin contact, cement burns and dermatitis.
- Eye contact, irritation and inflammation.
- Inhalation of dust, irritation to nose and throat and causes difficulty with breathing. Oil based paint can cause illness by breathing in vapours.

Silicone sealant with fungicide can cause skin irritation.

Timber preservative / flame retardant which can cause irritation to the skin, eyes, nose and throat and harmful if ingested.

Paving slabs which may contain silica can, when cut, create dust which may affect the lungs.

Chemical cleaners can cause ill health mainly by:

- Skin contact, acids and alkalis are highly corrosive and destructive to body tissue causing burns.
- Inhaling fumes or mist, concentrated solutions of acids and alkalis emit toxic and corrosive fumes.

All materials contained within aerosol containers which are pressurised. Contractors are required to take appropriate measures to manage the risks arising and to provide details of their proposed measures within their tenders and to incorporate adequate method statements within the Health and Safety Plan.

This is not a definitive list of all potential harmful products. Other materials and substances commonly used during construction may also present health or safety hazards, however, it is deemed that these should be familiar to the average competent Contractor as part of

routine risk and OHS (Occupational Health, Safety and Hygiene) assessments and are therefore not included here.

Adopt all precautionary measures provided by manufacturers for storage, use and application of specified materials.

Data sheets for these, and any other materials that will be used for the works, are to be obtained by the contractor from the manufacturers.

D1005 SAFETY HAZARDS

a) Tools

i) Hand tools

- Employers shall not issue or permit the use of unsafe hand tools.
- Wrenches, including adjustable, pipe, end, and socket wrenches shall not be used when jaws are sprung to the point that slippage occurs.
- Impact tools, such as drift pins, wedges, and chisels, shall be kept free of mushroomed heads.
- The wooden handles of tools shall be kept free of splinters or cracks and shall be kept tight in the tool.

ii) *Portable electrical Tools*

No person shall use a portable electric tool with an operating voltage which exceeds 50 to earth unless –

- it is connected to a source of electrical energy incorporating an earth leakage protection device which meets the requirements of section 36 of the OHS Act or,
- it is connected to a source of high frequency electrical energy derived from a generator which is used solely for supplying energy to such portable electric tool and which arrangement is approved by the chief inspector; or
- it is clearly marked that it is constructed with double or reinforced insulation.

Portable electric tools, together with its flexible cord and plug shall be maintained in a serviceable condition.

D1006 EXCAVATIONS

- The contractor shall ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing.
- The contractor shall evaluate the stability of the ground before excavation work begins.
- The Contractor shall take suitable and sufficient steps in order to prevent any person from being buried or trapped by a fall or dislodgement of material in an excavation;
- The contractor shall not permit any person to work in an excavation which has not been adequately shored or braced.
- Shoring and bracing may not be necessary where:

- the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or
- such an excavation is in stable material:
- Provided that-
 - permission being given in writing by the appointed competent person upon evaluation by him or her of the site conditions; and
 - where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a professional technologist competent in excavations shall be decisive and such a decision shall be noted in writing and signed by both the competent person and a professional engineer or technologist, as the case may be;
- Take steps to ensure that the shoring or bracing is designed and constructed in such a manner rendering it strong enough to support the sides of the excavation in question;
- Ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it is likely to cause its collapse and thereby endangering the safety of, any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
- Cause convenient and safe means of access to be provided to every excavation in which persons are required to work and such access shall not be further than 6m from the point where any worker within the excavation is working;
- Cause every excavation, including all bracing and shoring, to be inspected-
 - daily, prior to each shift;
 - after every blasting operation;
 - after an unexpected fall of ground;
 - after substantial damage to supports; and
 - after rain,

by a competent person in order to pronounce the safety of the excavation to ensure the safety of persons, and those results are to be recorded in a register kept on site and made available to an inspector, client, client's agent, contractor or employee upon request;

- Cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be-
- adequately protected by a barrier or fence of at least one meter in height and as close to the excavation as is practicable; and
- provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor
- Cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests.

D1007 FORMWORK & SUPPORT WORK

The contractor shall ensure that-

- all formwork and support work operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose;
- all formwork and support work structures, are adequately designed, erected, supported, braced and maintained so that they will be capable of supporting all anticipated vertical and lateral loads that may be applied to them and also that no loads are imposed onto the structure that the structure is not designed to withstand.

- The designs of formwork and support work structures are done with close reference to the structural design drawings and where any uncertainty exists, the structural designer should be consulted.
- All drawing pertaining to the design of formwork or support work structures are kept on the site and are available on request by an inspector, contractor, client, client's agent or employee.
- All equipment used in the formwork or support work structure are carefully examined and checked for suitability by a competent person, before being used.
- All formwork and support work structures are inspected by a competent person immediately before, during and after the placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work structure has been removed and the results have been recorded in a register and made available on site.
- If, after erection, any formwork and support work structure is found to be damaged or weakened to such a degree that its integrity is affected, it shall be safely removed or reinforced immediately.
- Adequate precautionary measures are taken in order to-
 - Secure any deck panels against displacement, and
 - Prevent any person from slipping on support work or formwork due to the application of formwork or support work release agents.
- The health of any person is not affected through the use of solvents or oils or any other similar substances.
- Upon casting concrete, the support work or formwork structure should be left in place until the concrete has acquired sufficient strength to support safely, not only its own weight but also any imposed loads and not removed until authorisation has been given by a competent person.
- Provision is made for safe access by means of secure ladders or staircases for all work to be carried out above the foundation bearing level.
- All employees required to erect, move or dismantle formwork and support work structures are provided with adequate training and instruction to perform these operations safely
- The foundation conditions are suitable to withstand the weight caused by the formwork and support work structure and any imposed loads, such that the formwork and support work structure are stable.

D1008 CONSTRUCTION VEHICLES

The contractor shall ensure that all construction vehicles and mobile plants-

- are of an acceptable design and construction;
- are maintained in a good working order;
- are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- are operated by workers who-
 - have received appropriate training and been certified competent and been authorised to operate such machinery; and

- are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;
- have safe and suitable means of access;
- are properly organised and controlled by providing adequate signalling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;
- where appropriate, are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- are equipped with an electrically operated acoustic signalling device and a reversing alarm;
- are on a daily basis inspected prior to use, by a competent person who has been appointed in writing and the findings of such inspection is recorded in a register.

The contractor shall furthermore ensure that-

- no person rides or be required or permitted to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- every construction site is organised in such a way that pedestrians and vehicles can move safely and without risks to health;
- the traffic routes are suitable for the persons using them, sufficient in number, in suitable positions and of sufficient size;
- every traffic route is, where necessary indicated by suitable signs.
- all construction vehicles and mobile plant left unattended at night, adjacent to a freeway in normal use or adjacent to construction areas where work is in progress, shall have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
- bulldozers, scrapers, loaders, and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set;
- whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- tools and material are secured in order to prevent movement when transported in the same compartment with employees;
- vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- when workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

D1009 ELECTRICAL INSTALLATIONS

- Before construction commences and during the progress thereof, adequate steps must be taken to ascertain the 'presence of and guard against danger to workers from any electrical cable or apparatus.

- All parts of electrical installations and machinery must be of adequate strength to withstand the working conditions on construction sites;
- In working areas where the exact location of underground electric power lines is unknown, employees using jackhammers, shovels or other hand tools which may make contact with a power line, must be provided with insulated protective gloves or otherwise that the handle of the tool being used is insulated;
- All temporary electrical installations must be inspected at least once a week and electrical machinery on a daily basis before use on a construction site by competent persons and the records of these inspections must be recorded in a register to be kept on site.
- The control of all temporary electrical installations on the construction site must be designated to a competent person who has been appointed in writing.

D1010 USE & STORAGE OF FLAMMABLE LIQUIDS

- Where flammable liquids are being used, applied or stored it must be done in such a manner that would cause no fire or explosion hazard, and that the workplace is effectively ventilated:

Provided that where the workplace cannot effectively be ventilated-

- every employee involved is provided with a respirator, mask or breathing apparatus of a type approved by the chief inspector, and
- steps are taken to ensure that every such employee, while using or applying flammable liquid, uses the apparatus supplied to him or her;
- No person smokes in any place in which flammable liquid is used or stored, and the contractor shall affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;
- Flammable liquids on a construction site is stored in a well-ventilated reasonably fire-resistant container, cage or room and kept locked with proper access control measures in place;
- An adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognized symbolic signs;
- Only the quantity of flammable liquid needed for work on one day is to be taken out of the store for use;
- All containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, to be removed from the construction site and safely disposed of;
- Where flammable liquids are decanted, the metal containers are bonded or earthed;
- No flammable material such as cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids.

D1011 DISPOSAL OF MATERIALS

See – Environmental Management Plan – Tender Document

D1012 WELDING & CUTTING

No contractor shall require or permit welding or flame cutting operations to be undertaken, unless –

- the person operating the equipment has been fully instructed in the safe operation and use of such equipment and in the hazards, which may arise from its use;
- effective protection is provided and used for the eyes and respiratory system and, where necessary, for the face, hands, feet, legs, body and clothing of persons performing such operations, as well as against heat, incandescent or flying particles or dangerous radiation;
- leads and electrode holders are effectively insulated; and
- the workplace is effectively partitioned off and where not practicable all other persons exposed to the hazards are warned and provided with suitable protective equipment.
- No contractor shall require or permit electric welding to be undertaken in wet or damp places, inside metal vessels or in contact with large masses of metal, unless –
- the insulation of the electrical leads is in a sound condition;
- the electrode holder is completely insulated to prevent accidental contact with current-carrying parts;
- the welder is completely insulated by means of boots, gloves or rubber mats; and
- at least one other person who has been properly instructed to assist the welder in case of an emergency is and remains in attendance during operations

No contractor shall require or permit welding, flame cutting, grinding, soldering or similar work to be undertaken in respect of any tube, tank, drum, vessel or similar object or container where such object or container –

- is completely closed, unless a rise in internal pressure cannot render it dangerous; or
- contains any substance which, under the action of heat, may –
 - ignite or explode; or
 - react to form dangerous or poisonous substances,

Where hot work involving welding, cutting, brazing or soldering operations is carried out at places, other than workplaces which have been specifically designated and equipped for such work, the employer shall take steps to ensure that proper and adequate fire precautions are taken.

D1013 BLASTING & USE OF EXPLOSIVES

a) Safety distances

The contractor shall –

- apply the safety distances for the respective categories of explosives as stipulated in Annexure 1 of the Explosives regulations;
- where less than five kilograms of explosives is used, apply to the chief inspector of occupational health and safety for a determination of a safety distance which the employer shall enforce;

b) Supervision of explosives

In order to ensure that the provisions of the Act and its regulations in relation to explosives workplaces are complied with, the contractor shall in writing appoint a competent and certificated person in a full-time capacity to be explosives manager in respect of every workplace where explosives are being used, tested, stored or manufactured:

The contractor shall appoint one or more persons, who are suitably qualified and experienced, as authorized supervisors to assist the explosives manager.

The contractor shall ensure that –

- the explosives manager
 - approves in writing the rules, methods, materials, equipment and tools to be used in the danger area;
 - ensures that all persons under his or her control are informed of the hazards related to their tasks and are thoroughly trained in safe work procedures, in particular with respect to shock, friction risk of fire, or static electricity, and are familiar with the requirements of the Explosives regulations
 - prescribes all protective clothing and equipment to be used in the danger area
 - ensures that the processes and equipment specified in schedule licences are safe and appropriate for the manufacturing processes envisaged for the workplace.
- the supervising official
 - is at all times in a position to exercise control over the operations
 - reports without delay to the explosive's manager any plant or equipment under his or her control that has or may have posed a risk:
 - ensures that all rules implemented in the interest of health and safety are at all times complied with;
 - stops all work involving explosives if he or she becomes aware of any risk posed to the health and safety of persons.

c) Safe handling of explosives

The contractor shall ensure that –

- all explosives or ingredients thereof are at all times free of foreign material;
- all reasonable precautions are taken to prevent the spillage of explosives;
- cleaning procedures in the case of a spillage of explosives are prescribed in writing by the explosive's manager: Provided that where no cleaning procedures have been prescribed any unusual spillage of explosives shall be reported immediately to the supervising official:
- all waste, paper, timber, rags, cotton and similar materials that have been in contact with explosives or an ingredient of an explosive are disposed of in a manner prescribed in writing by the explosives manager: Provided that at the end of the working day all waste and floor sweepings from danger areas shall be deposited in the designated places;
- the explosives or partly mixed explosives are conveyed as soon and as carefully as possible and taking such precautions and in such a manner as will effectively guard against any accidental ignition or explosion

- only containers provided for the conveyance of explosives are used for transporting explosives or partly mixed explosives and that such containers are at all times kept clean, free from grit and in a good state of repair;
- vehicles containing explosives are left unattended only in designated places

The contractor shall ensure that –

- all material, equipment, tools or similar articles used in a danger area are decontaminated after such use, and that no person makes use of any such article that has not been decontaminated after use in a contaminated area;
- the certification of the decontamination process is certified and approved by the explosives manager or a person authorized by the explosive's manager.
- Unless permission has been granted by the chief inspector of occupational health and safety, no contractor shall use –
- explosives in workplaces other than explosives workplaces approved by the chief inspector of occupational health and safety;
- any explosives for which no provision is made in Explosives regulations.

No contractor shall allow unauthorized access to such explosives or bury, dump, hide or abandon any explosives.

No contractor shall use any explosive material for blasting purposes unless –

- he or she is in possession of a written permission issued by or under the authority of the chief inspector of occupational health and safety;
- he or she is undergoing training while using such blasting material under the immediate and constant supervision of a person who is in possession of permission

d) Dangerous areas

The contractor shall ensure that entry and exit from danger areas is only permitted

- at the permanent authorized point of entry or exit: Provided that entry or exit at any other point may be authorized by the explosives manager or a person authorized by him if the authorized gatekeeper has been informed thereof;
- for persons and vehicles authorized thereto by the explosives manager or a person authorized by him:
- to visitors under escort by an authorized person who is aware of the hazards attached to the danger area.

The contractor shall keep a register of the entries and exits and that register shall be available on the premises for inspection by an inspector.

No person shall –

- enter the danger area with –
 - tobacco;
 - matches, cigarette lighters or other devices capable of generating heat or spark sources;
 - intoxicating liquor or narcotics;

- food, medicine or drinkable fluids: Provided that authorization to enter with such articles may be granted by the explosive's manager for purposes of consumption in licensed mess rooms and smoking areas: Provided further that special rules for the control of such consumption and smoking, approved by the chief inspector of occupational health and safety shall be made in writing and shall be enforced by the employer, self-employed person or user; or
- radio transmitters or cellular telephones; or

The contractor shall ensure that hazard warning signs are clearly displayed at the entrance to any danger area.

D1014 VESSELS UNDER PRESSURE

a) Manufacturer's data plate

Every user of a boiler or pressure vessel shall cause a manufacturer's plate with the following minimum particulars to be securely fixed in a conspicuous place to the shell of every such a boiler or pressure vessel:

- i) Name of manufacturer;
- ii) country or origin;
- iii) year of manufacture;
- iv) manufacturer's serial number;
- v) name, number and date of the standard of design;
- vi) design gauge pressure in Pascal; (design pressure)
- vii) maximum permissible operating pressure in Pascal;
- viii) operating temperature;
- ix) capacity in cubic meters; and
- x) mark of an approved inspection authority.

No person shall remove such a manufacturer's plate or wilfully damage or alter the particulars stamped thereon.

b) Portable Gas Containers

No user shall use or require or permit a portable gas container to be used, and no user shall fill, place in service, handle, modify, repair, inspect or test any portable gas container, other than in compliance with standards incorporated into the Vessels under Pressure regulations.

c) Hand held Fire extinguishers

No user shall use, require or permit the use of a hand-held fire extinguisher unless designed, constructed, filled, recharged, reconditioned, modified, repaired, inspected or tested in accordance with a safety standard incorporated into the Vessels under Pressure regulations.

No person shall fill, recharge, recondition, modify, repair, inspect or test any hand-held fire extinguisher unless a holder of a permit issued by the South African Bureau of Standards in terms of SANS 1475.

d) Gas Fuel use, equipment and systems

No person shall handle, store or distribute a gas fuel in any manner, including the filling of a container, other than in accordance with a health and safety standards.

e) Inspection and test

Any user of a boiler or pressure vessel shall cause, where reasonably practicable, such a boiler or pressure vessel, including the appurtenances and automatic controls and indicators, to be subjected to an internal and external inspection, and

a hydraulic pressure test to 1.25 times the maximum permissible safe operating pressure as the case may be –

- by an approved inspection authority before commissioning after installation, re-erection or repairs;
- by a person appointed in writing by the user and who is competent to do such inspections and tests by virtue of their training, knowledge and experience in the operation, maintenance, inspection and testing of a boiler or pressure vessel within 36 months from the date of the previous internal and external inspection and hydraulic pressure test: Provided that where a pressure vessel is not subjected to corrosion, the user may dispense with the internal inspection and hydraulic pressure test subject to the written approval of an approved inspection authority: Provided further that an inspector may require a specific boiler or pressure vessel to be inspected or tested more frequently or permit a specific boiler or pressure vessel to be inspected or tested less frequently:

f) Recordkeeping

Any user of a vessel under pressure shall keep on his premises a record which shall be open for inspection by an inspector in which the results of inspections, tests, modifications and repairs shall be recorded, dated and signed by the competent person.

g) Maintenance

No user shall use, cause or permit a vessel under pressure or gas fuel system, including all automatic controls, indicators and appurtenances, to be used unless it is at all times maintained in a safe working condition and the efficiency thereof is proved by regular testing.

No user shall use or cause or permit a vessel under pressure to be used unless it is kept clean and free from any:

- carbonized oil or other inflammable material which may ignite under working conditions;
- material which may cause corrosion; or
- material which is liable to chemical reaction which may cause an uncontrolled rise in pressure.

D1015 PHYSICAL HAZARDS

a) Ergonomics

- Ensure that assigned tasks do not exceed the limits of the performance capacities of the worker.
- Prevent injury or any detrimental effects to the health of the worker
- Provided that tasks and working conditions will not lead to impairments.

b) Noise

No contractor shall require or permit an employee to work in an environment in which he is exposed to an equivalent noise level equal to 85 dB(A) or higher. The contractor shall reduce the equivalent noise level to below 85 dB(A) or, where this is not reasonably practicable, he shall reduce the level to as low as is reasonably practicable and take all reasonable steps to isolate the source of the noise acoustically. Where the equivalent noise level in any workplace cannot be reduced to below 85 dB(A) the contractor shall –

- prohibit any person from entering a noise zone unless such person wears hearing protectors.

The contractor shall provide, free of charge, hearing protectors to each employee who works in or, to any person who is required or permitted to enter a noise zone, and no contractor shall require or permit any person to work in or enter such noise zone, and no person shall work in or enter such noise zone, unless he wears such hearing protectors in the correct manner: Provided that where the equivalent noise level to which employees are exposed, is such that the attenuation of the hearing protectors does not reduce the said noise to below 85 dB(A) the employer concerned shall limit the time during which employees work in that noise zone in such a way that they are not exposed to an equivalent noise level equal to 85 dB(A) or higher.

The contractor shall properly instruct any person who is required to wear hearing protectors in the use of such protectors and inform him of noise zones where the wearing thereof is compulsory.

The contractor shall –

- ensure that every employee employed in a noise zone is subjected to audiometric examinations conducted in accordance with section 7 of SANS 083, by an audiometric approved by the chief inspector;
- keep records of the results of each audiometric examination and make such records available for inspection by an inspector if he so requires; and
- keep such records for a minimum period of 30 years after termination of employment: Provided that if the employer ceases activities all such records shall be forwarded to the regional director.

c) Vibration

Whole-body vibration occurs when the body is supported on a surface which is vibrating (e.g., when sitting on a seat which vibrates, standing on a vibrating floor or recumbent on a vibrating surface). Whole-body vibration occurs in all forms of transport and when working near some industrial machinery.

Hand-transmitted vibration is the vibration that enters the body through the hands. It is caused by various processes where vibrating tools or work pieces are grasped or pushed by the hands or fingers. Exposure to hand-transmitted vibration can lead to the development of several disorders.

D1016 SITE WIDE ELEMENTS

a) Site Access and Egress

- Access to the site will involve crossing the public footpath.
- Store materials and plant away from means of access for the general public and occupants.
- Remove rubbish and demolition materials regularly. Do not allow to accumulate on flat roofs.

- Maintain free access through designated means of escape at all times
- Agree with the Client / Client's Agent delivery points for materials before commencing works.

b) Visitors to the site

- All visitors to report to the Principal Contractor's reception area for OHS Induction training.
- All visitors to sign the visitor's registration document.
- All visitors to be provided with a Visitors Permit to enable them to access the construction site.
- All un-inducted visitors must be accompanied on the construction site by an inducted person.
- No visitors shall be allowed to access the construction site without wearing the necessary PPE.

c) Deliveries

Access will involve crossing the public footpath.

d) Emergencies

Ensure that there are adequate escape routes and that they are kept clear at all times.

e) Location of Temporary Site Accommodation

See Site Layout Plan.

f) Location of Materials unloading and storage

Materials are to be unloaded and stored in locations which will not in any way affect access or egress to the site nor the works.

g) Traffic and Pedestrian Routes

The road, public footpaths and access way are to be kept open at all times. All necessary signage and barriers are to be put in place to protect pedestrians at the site entrance and access and egress points.

h) Environment

See Environmental Management Plan

i) Safety

- Ensure that all employees are aware of the Health and Safety policy and put into place arrangements to ensure that all visitors and workers new to the site are aware of the site safety provisions.
- Locate underground electricity cables, mark and take precautions to avoid.
- Ensure that cartridge operated tools are operated by trained personnel and in accordance with the maker's instructions that the gun is cleaned regularly and kept in a secure place when not in use.
- Protect people who may be exposed to health risks arising from hazardous substances

D1017 CONTINUING LIAISON

The procedures for consideration and evaluation of the health and safety implications of Contractor designed elements of the works must follow the recognised principles of prevention and protection and take account of the issues highlighted in this OHS Specification.

The following information is to be submitted by the Contractor to the Client / Client's Agent in sufficient time to allow adequate consideration by the Client / Client's Agent and, where appropriate, the design team, and the provision of relevant information to those persons affected by the works, prior to the commencement of the relevant works:

- Suitable and sufficient information to demonstrate that health or safety issues have been adequately considered.
- Risk assessments.
- A list of health and/or safety hazards identified which cannot be designed out.
- A list of any materials or substances which are specified or inherent in the design which is potentially hazardous to health and/or safety.

a) Unforeseen Eventualities

The following action is to be taken in the event of unforeseen eventualities arising during the construction stage of the project which require significant design changes, or affect the resources required to carry out the work without risk to health and/or safety, or have other health or safety implications.

The Client / Client's Agent and, where possible, the Principal Contractor are to be advised as soon as possible.

Full details of the relevant health and safety issues involved are to be reviewed with the Client / Client's Agent and Principal Contractor as soon as possible.

Full details of any revised designs, risk assessments and identified hazards and/or hazardous materials and substances are to be issued to the Client / Client's Agent and Principal Contractor in sufficient time to allow for the revision of the Health and Safety Plan and notification of all persons affected by the health and/or safety implications of the changes prior to the commencement of the affected works.

b) Site Liaison

Liaise with all other contractors and implement any agreed changes to the Health and Safety Plan arising from such liaison. Set up regular training for all operatives including induction training for all staff upon arrival to site.

c) Health and Safety File

Provide the Planning Supervisor with any relevant information which the contractor believes should be incorporated into the Health and Safety File.

d) Design Development

Provide the Client / Client's Agent with all design information prepared by sub-Contractors.

Arrange liaison meetings with sub-contractors to discuss and review health and safety issues arising from the sub-contractors' designs.

D1018 CONCLUSION

The hazards listed above were identified posing potential threats to the health and or safety of persons that will work on the contract. Although every effort was made to ensure that every possible hazard was identified OHSEC cannot guarantee this, therefore it is imperative for the contractor to conduct a comprehensive risk identification and hazard assessment in order to make certain that all hazards are identified.

C3.5.3 ENVIRONMENTAL MANAGEMENT REQUIREMENTS

E1001 LEGAL REQUIREMENTS

a) General

Construction will be according to the best industry practices, as identified in the project documents. This EMP, which forms an integral part of the contract documents, informs the contractor as to his duties in the fulfilment of the project objectives, with particular reference to the prevention and mitigation of environmental impacts caused by construction activities associated with the project. The contractor should note that obligations imposed by the EMP are legally binding in terms of environmental statutory legislation and in terms of the additional conditions to the general conditions of contract that pertain to this project. In the event that any rights and obligations contained in this document contradict those specified in the standard or project specifications then the latter shall prevail.

b) Statutory and other applicable legislation

The contractor is deemed to have made himself conversant with all legislation pertaining to the environment, including provincial and local government ordinances, which may be applicable to the contract.

E1002 ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS

a) Appointment of a Designated Environmental Officer (DEO)

For the purposes of implementing the conditions contained herein, the contractor shall submit to the engineer for approval the appointment of a nominated representative of the contractor as the DEO for the contract. The request shall be given, in writing, at least fourteen days before the start of any work clearly setting out reasons for the nomination, and with sufficient detail to enable the engineer to make a decision. The engineer will, within seven days of receiving the request, approve, reject or call for more information on the nomination. Once a nominated representative of the contractor has been approved, he/she shall be the DEO and shall be the responsible person for ensuring that the provisions of the EMP are complied with during the life of the contract. The engineer will be responsible for issuing instructions to the contractor where environmental considerations call for action to be taken. The DEO shall submit regular written reports to the engineer, but not less frequently than once a month.

The engineer shall have the authority to instruct the contractor to replace the DEO if, in the engineer's opinion, the appointed officer is not fulfilling his/her duties in terms of the requirements of the EMP or this specification. Such instruction will be in writing and shall clearly set out the reasons why a replacement is required.

There shall be an approved DEO on the site at all times. The DEO will be allowed to fulfil also other duties on the contract.

b) Administration

Before the contractor begins each construction activity the DEO shall give to the engineer a written statement setting out the following:

- The type of construction activity.
- Locality where the activity will take place.
- Identification of the environmental aspects and impacts that might result from the activity.
- Methodology for impact prevention for each activity or aspect.

- Methodology for impact containment for each activity or aspect.
- Emergency/disaster incident and reaction procedures.
- Treatment and continued maintenance of impacted environment.

The contractor may provide such information in advance of any or all construction activities provided that new submissions shall be given to the engineer whenever there is a change or variation to the original.

The engineer may provide comment on the methodology and procedures proposed by the DEO, but he shall not be responsible for the contractor's chosen measures of impact mitigation and emergency/disaster management systems. However, the contractor shall demonstrate at inception and at least once during the contract that the approved measures and procedures function properly.

c) **Good Housekeeping**

The Contractor shall undertake "good housekeeping" practices during construction as stated in the Standard Specifications for Routine Road Maintenance - October 2001 Edition (Volume 2) as prepared by South African National Roads Agency Limited and the General Conditions of Contract 2004. This will help avoid disputes on responsibility and allow for the smooth running of the contract as a whole. Good housekeeping extends beyond the wise practice of construction methods that leaves production in a safe state from the ravages of weather to include the care for and preservation of the environment within which the site is situated.

E1003 TRAINING

The designated environmental officer (DEO) must be conversant with all legislation pertaining to the environment applicable to this contract and must be appropriately trained in environmental management and must possess the skills necessary to impart environmental management skills to all personnel involved in the contract.

The contractor shall ensure that adequate environmental training takes place. All employees shall have been given an induction presentation on environmental awareness. Where possible, the presentation needs to be conducted in the language of the employees. The environmental training should, as a minimum, include the following:

- The importance of conformance with all environmental policies
- The environmental impacts, actual or potential, of their work activities;
- The environmental benefits of improved personal performance;

Their roles and responsibilities in achieving conformance to the environmental policy and procedures and with the requirement of the Agency's environmental management systems, including emergency preparedness and response requirements;

The potential consequences of departure from specified operating procedures;

The mitigation measures required to be implemented when carrying out their work activities.

In the case of permanent staff, the contractor shall provide evidence that such induction courses have been presented. In the case of new staff (including contract labour) the contractor shall inform the engineer when and how he intends concluding his environmental training obligations.

E1004 ACTIVITIES/ASPECTS CAUSING IMPACTS

A list of possible causes of environmental impacts that occur during construction activities is given in the Table, which is to be found at the end of Part C. This list is not exhaustive, and shall be used for guideline purposes only.

E1005 ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES

a) Site Establishment

i) Site Plan

The contractor shall establish his construction camps, offices, workshops, staff accommodation and testing facilities on the site in a manner that does not adversely affect the environment. However, before construction can begin, the contractor shall submit to the engineer for his approval, plans of the exact location, extent and construction details of these facilities and the impact mitigation measures the contractor proposes to put in place.

The plans shall detail the locality as well as the layout of the waste treatment facilities for litter, kitchen refuse, sewage and workshop-derived effluents. The site offices should not be sited in close proximity to steep areas, as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the offices, and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles are located as far away as possible from any water course as possible. Regardless of the chosen site, the contractor's intended mitigation measures shall be indicated on the plan. The site plan shall be submitted not later than the first site meeting. Detailed, electronic colour photographs shall be taken of the proposed site before any clearing may commence. These records are to be kept by the engineer for consultation during rehabilitation of the site.

ii) Vegetation

The contractor has a responsibility to inform his staff of the need to be vigilant against any practice that will have a harmful effect on vegetation.

The natural vegetation encountered on the site is to be conserved and left as intact as possible. Vegetation planted at the site shall be indigenous and in accordance with instructions issued by the engineer. Only trees and shrubs directly affected by the works, and such others as may be indicated by the engineer in writing, may be felled or cleared. In wooded areas where natural vegetation has been cleared out of necessity, the same species of indigenous trees as were occurring, shall be re-established.

The project specification for the rehabilitation of the grass cover shall be strictly adhered to. Any proclaimed weed or alien species that propagates during the contract period shall be cleared by hand before seeding. Fires shall only be allowed in facilities or equipment specially constructed for this purpose. A firebreak shall be cleared and maintained around the perimeter of the camp and office sites.

iii) Rehabilitation

The area where the site offices were erected will require rehabilitation at the end of the contract. All construction material, including concrete slabs and braai areas shall be removed from the site on completion of the contract.

iv) Water for human consumption

Water for human consumption shall be available at the site offices and at other convenient locations on site.

All effluent water from the camp / office sites shall be disposed of in a properly designed and constructed system, situated so as not to adversely affect water sources (streams, rivers, pans dams etc). Only domestic type wastewater shall be allowed to enter this drain.

v) Heating and Cooking fuel

The contractor shall provide adequate facilities for his staff so that they are not encouraged to supplement their comforts on site by accessing what can be taken from the natural surroundings. The contractor shall ensure that energy sources are available at all times for construction and supervision personnel for heating and cooking purposes.

b) Sewage treatment

To be drained to Works.

c) Waste Management

The contractor's intended methods for waste management and waste minimisation shall be implemented at the outset of the contract. All personnel shall be instructed to dispose of all waste in the proper manner.

i) Solid Waste

Solid waste shall be stored in an appointed area in covered, tip proof metal drums for collection and disposal. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the engineer. Disposal of solid waste shall be at a Department of Water and Sanitation (DWS) licensed landfill site or at a site approved by DWS in the event that an existing operating landfill site is not within reasonable distance from the site offices and staff accommodation. No waste shall be burned or buried at or near the site offices, nor anywhere else on the site, including the approved solid waste disposal site.

ii) Litter

No littering by construction workers shall be allowed. During the construction period, the facilities shall be maintained in a neat and tidy condition and the site shall be kept free of litter.

Measures shall be taken to reduce the potential for litter and negligent behaviour with regard to the disposal of all refuse. At all places of work the contractor shall provide litter collection facilities for later safe disposal at approved sites.

iii) Hazardous waste

Hazardous waste such as bitumen, tar, oils etc. shall be disposed of in a Department of Water Affairs and Forestry approved landfill site. Special care shall be taken to avoid spillage of tar or bitumen products such as binders or pre-coating fluid to avoid water-soluble phenols from entering the ground or contaminating water.

Under no circumstances shall the spoiling of tar or bituminous products on the site, over embankments, in borrow pits or any burying, be allowed. Unused or rejected tar or bituminous products shall be returned to the supplier's production plant. Any spillage of tar or bituminous products shall be attended to immediately and affected areas shall be promptly reinstated to the satisfaction of the engineer.

d) Control at the workshop

The contractor's management and maintenance of his plant and machinery will be strictly monitored according to the criteria given below, regardless whether it is serviced on the site (i.e., at the place of construction activity or at a formalised workshop).

i) Safety

All the necessary handling and safety equipment required for the safe use of petrochemicals and oils shall be provided by the contractor to, and used or worn by, the staff whose duty it is to manage and maintain the contractor's and his subcontractor's and supplier's plant, machinery and equipment.

ii) Hazardous Material Storage

Petrochemicals, oils and identified hazardous substances shall only be stored under controlled conditions. All hazardous materials e.g., tar or bitumen binders shall be stored in a secured, appointed area that is fenced and has restricted entry. Storage of tar or bituminous products shall only take place using suitable containers to the approval of the engineer.

The contractor shall provide proof to the engineer that relevant authorisation to store such substances has been obtained from the relevant authority. In addition, hazard signs indicating the nature of the stored materials shall be displayed on the storage facility or containment structure. Before containment or storage facilities can be erected the contractor shall furnish the engineer with details of the preventative measures, he proposes to install in order to mitigate against pollution of the surrounding environment from leaks or spillage. The preferred method shall be a concrete floor that is bunded. Any deviation from the method will require proof from the relevant authority that the alternative method proposed is acceptable to that authority. The proposals shall also indicate the emergency procedures in the event of misuse or spillage that will negatively affect an individual or the environment.

iii) Fuel and Gas Storage

Fuel shall be stored in a secure area in a steel tank supplied and maintained by the fuel suppliers. An adequate bund wall, 110% of volume, shall be provided for fuel and diesel areas to accommodate any leakage spillage or overflow of these substances. The area inside the bund wall shall be lined with an impervious lining to prevent infiltration of the fuel into the soil. Any leakage, spillage or overflow of fuel shall be attended to without delay.

Gas welding cylinders and LPG cylinders shall be stored in a secure, well-ventilated area.

iv) Oil and Lubricant Waste

Used oil, lubricants and cleaning materials from the maintenance of vehicles and machinery shall be collected in a holding tank and sent back to the supplier. Water and oil should be separated in an oil trap. Oils collected in this manner, shall be retained in a safe holding tank and removed from site by a specialist oil recycling company for disposal at approved waste disposal sites for toxic/hazardous materials. Oil collected by a mobile servicing unit shall be stored in the service unit's sludge tank and discharged into the safe holding tank for collection by the specialist oil recycling company.

All used filter materials shall be stored in a secure bin for disposal off site. Any contaminated soil shall be removed and replaced. Soils contaminated by oils and lubricants shall be collected and disposed of at a facility designated by the local authority to accept contaminated materials.

v) **Spillages**

Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and tar or bituminous products. In the event of a spillage, the contractor shall be liable to arrange for professional service providers to clear the affected area.

Responsibility for spill treatment lies with the contractor. The individual responsible for, or who discovers a hazardous waste spill must report the incident to his/her DEO or to the engineer. The Designated Environmental Officer will assess the situation in consultation with the engineer and act as required. In all cases, the immediate response shall be to contain the spill. The exact treatment of polluted soil / water shall be determined by the contractor in consultation with the DEO and the engineer. Areas cleared of hazardous waste shall be re-vegetated according to the engineer's instructions

Should water downstream of the spill be polluted, and fauna and flora show signs of deterioration or death, specialist hydrological or ecological advice will be sought for appropriate treatment and remedial procedures to be followed. The requirement for such input shall be agreed with the engineer. The costs of containment and rehabilitation shall be for the contractor's account, including the costs of specialist input.

vi) **Noise Control**

The contractor shall endeavour to keep noise generating activities to a minimum. Noises that could cause a major disturbance, for instance blasting and crushing activities, should only be carried out during daylight hours. Compliance with the appropriate legislation with respect to noise, shall be mandatory.

Should noise generating activities have to occur at night the people in the vicinity of the drilling shall be warned about the noise well in advance and the activities kept to a minimum.

vii) **Dust Control**

Dust caused by strong winds shall be controlled by means of water spray vehicles. Dust omission from batching plants shall be subject to the relevant legislation and shall be the subject of inspection by the relevant office of the Department of Minerals and Energy.

E1006 RECORD KEEPING

The engineer and the DEO will continuously monitor the contractor's adherence to the approved impact prevention procedures and the engineer shall issue to the contractor a notice of non-compliance whenever transgressions are observed. The DEO should document the nature and magnitude of the non-compliance in a designated register, the action taken to discontinue the non-compliance, the action taken to mitigate its effects and the results of the actions. The non-compliance shall be documented and reported to the engineer in the monthly report.

Copies of any record of decision or EMP's for specific borrow pits or quarries used on the project shall be kept on site and made available for inspection by visiting officials from the employer or relevant environmental departments.

E1007 COMPLIANCE AND PENALTIES

The contractor shall act immediately when such notice of non-compliance is received and correct whatever is the cause for the issuing of the notice. Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a dedicated register and the response noted with the date and action taken. This record shall be submitted with the monthly reports and a verbal report given at the monthly site meetings.

Any avoidable non-compliance with the above-mentioned measures shall be considered sufficient ground for the imposition of a penalty

CONTENTS	ENVIRONMENTAL IMPACTS				
	POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS
Camp Establishment	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	

CONTENTS	ENVIRONMENTAL IMPACTS				
	POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS
Housing, Offices and laboratories	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
Drainage	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	



METSIMAHOLO LOCAL MUNICIPALITY

BID NO: MLM 01/2026/27

**CONSTRUCTION OF 1.52KM PAVED ROADS AND STORMWATER DRAINAGES IN
ZAMDELA WARD 2**

PART C4: SITE INFORMATION

C4 SITE INFORMATION

C4.1 INTRODUCTION

C4.1.1 Disclaimer

Amongst others, this document sets out the results and conclusions derived from various investigations and tests done on natural materials encountered along and in the general vicinity of, as well as the project areas.

The results of these investigations are given in good faith and there is no guarantee that these results are entirely representative of all the materials and conditions that may be encountered, the intention being to give an indication of the materials and conditions most likely to be encountered.

The results of various tests carried out on materials taken from possible sources are given in good faith and there is no guarantee that the results are entirely representative of all the materials available nor that the estimated quantities of materials are correct, the intention being to give an indication of the materials most likely to be obtained from each source.

No responsibility for any consequence arising from variations between the actual material properties and those indicated in this document will be accepted.

The specifications and contract drawings shall always overrule this section of the contract document.

C4.2 GENERAL DESCRIPTION

C4.2.1 Location description

The proposed site is located in Zamdela Township, Sasolburg, as shown in Figure C.4.2.1. Access to the site is via local township roads connecting to the R57 Golden Highway, providing links to Vanderbijlpark and Heilbron. The R59 Freeway is also accessible, connecting north-west to Vereeniging and south-east to Parys.



Figure 1 Proposed Roads

C4.2.2 Programme approach

A short completion time will receive preference.

C4.3 PHYSIOGRAPHY

C4.3.1 Topography and Drainage

The topography of the area is in general flat to rolling terrain.

C4.3.2 Rainfall

This area is regarded as a summer rainfall region with the highest monthly rainfall recorded from November to January. Total rainfall $\pm 600 - 700$ mm / year with the maximum average month in November – January i.e., ± 100 mm / month.

C4.3.3 Temperature

Average temperatures vary between 25°C in Summer and 10°C in Winter.

The low temperatures from April to September will have an influence on construction activities such as stabilization and concrete work.

C4.3.4 Vegetation

The natural vegetation is grasslands and shrubs with trees.

C4.4 SURVEYS BEACONS AND SERVICES

C4.4.1 Survey beacons

- a. Local reference beacons will be indicated to the Contractor.
- b. The Contractor must employ a competent, qualified surveyor to set the work out in accordance with the drawings.

C4.4.2 Services

Municipal

Prior to commencement of any work, contractor is obliged to obtain an excavation permit from METSIMAHOLO LOCAL MUNICIPALITY's infrastructure department.

C4.5 GEOTECHNICAL INFORMATION

The geotechnical report will be given to the successful bidder.

C4.6 ACCESS TO SITE

Access to the site is along existing gravel and dirt roads.

C4.7 SITE SPECIFIC EIA REQUIREMENTS

The following must be controlled (Refer to Environmental Management Plan):

- Dust
- Erosion
- Pollution / Spillages
- Hazardous materials

- Work close to sensitive areas

C4.8 SITE FACILITIES REQUIRED

C4.8.1 Site Office

Site facilities must be made available.

C4.8.2 Toilets

Toilet facilities which comply with the requirements of the MLM Health Department must be provided at the camp site and site of Works.

C4.8.3 Telephone

Email facilities for communication with the site must be made available complete with printer, copier, etc



METSIMAHOLO LOCAL MUNICIPALITY

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PART C5: TENDER DRAWINGS