



## METSIMAHOLO LOCAL MUNICIPALITY

### CONSTRUCTION OF STORMWATER CHANNELS IN THEMBA KHUBEKA AND ZAMDELA.

BID NO.: MLM 15/2025/26

CIDB GRADING: 4CE OR HIGHER

#### ISSUED BY:



Metsimaholo Local Municipality  
Municipal Building  
10 Fichardt Street Sasolburg  
4800

Project Manager: Nolundi Gulukunqu  
Telephone No.: +27 16 973 8414  
E-mail: [lundi@metsimaholo.gov.za](mailto:lundi@metsimaholo.gov.za)

#### PREPARED BY:



Dikgabo Consulting Engineers.  
91 Bowling Avenue  
Morningside Manor  
Sandton  
2196

Contact Name: Floyd Rakau, Pr. Eng  
Telephone No.: +27 11 656 4075  
Email: [floyd@dikgabo.co.za](mailto:floyd@dikgabo.co.za)

**Name of Company** : .....

**Contact Name** : .....

**Contact No** : .....

**Email Address** : .....

**CSD Supplier Number** : .....

**CIDB: Grade / CRS Number** : .....

**Tender Amount (Section 1) (VAT incl.)** : .....

**Tender Amount (Section 2) (VAT incl.)** : .....



## **WARNING DISCLAIMER (A)**

### **MISREPRESENTATION OF INFORMATION (FRAUD) - COMPLIANCE & FUNCTIONALITY**

***NB: The Municipality reserves the right to blacklist the company & its 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.***

***\* 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 (***proof of specific goals documents, municipal rates and taxes/lease agreement***) submitted with this bid are valid.

Signed at: \_\_\_\_\_

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

Date : \_\_\_\_\_



**TENDER NUMBER: MLM 15/2025/26**

**CONSTRUCTION OF STORMWATER CHANNELS IN THEMBA KHUBEKA AND ZAMDELA.**

**LIST OF CONTRACT DOCUMENTS**

The following documents form part of this contract:

Volume 1: The General Conditions of Contract for Construction Works, Third Edition (GCC 2015), published by the South African Institute of Civil Engineers, which the Tenderer shall purchase himself (see note 1 below).

Volume 2: The Committee of Land Transportation Officials (COLTO) Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition)

Volume 4: 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 5: The 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](mailto:civilinfo@saice.org.za).**

**Website: <http://www.saice.org.za>**

2. **Volume 2 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](mailto:civilinfo@saice.org.za).**

**Website: <http://www.saice.org.za>**

3. **Volume 4 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 4 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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TENDER NO: MLM 15/2025/26: CONSTRUCTION OF STORMWATER CHANNELS IN THEMBA KHUBEKA AND ZAMDELA.



# **METSIMAHOLO LOCAL MUNICIPALITY**

**BID NO: MLM 15/2025/26**

**CONSTRUCTION OF STORMWATER CHANNELS IN  
THEMBA KHUBEKA AND ZAMDELA.**



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**METSIMAHOLO LOCAL MUNICIPALITY**

**BID NO: MLM 15/2025/26**

**CONSTRUCTION OF STORMWATER CHANNELS IN  
THEMBA KHUBEKA AND ZAMDELA.**

**PART T1: TENDERING PROCEDURES**

**PART T2: RETURNABLE DOCUMENTS**



## T.1.1 TENDER NOTICE AND INVITATION TO TENDER



### TENDER NOTICE- BID NO: MLM 15/2025/26

#### **METSIMAHOLO LOCAL MUNICIPALITY INVITES TENDERS FOR THE CONSTRUCTION OF STORMWATER CHANNELS IN THEMBA KHUBEKA AND ZAMDELA.**

##### **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 30 January 2026 @11:00 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 **R500** 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](http://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 **4CE 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 – **13 February 2026, 11H00**. Bid documents, clearly marked **BID MLM 15/2025/26 CONSTRUCTION OF STORMWATER CHANNELS IN THEMBA KHUBEKA AND ZAMDELA** 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 Gulukunqu

Tel No. +27 16 973 8414

E-mail: [lundi@metsimaholo.gov.za](mailto:lundi@metsimaholo.gov.za)

##### **Technical:**

Floyd Rakau, Pr. Eng

Tel No +27 11 656 4075

Email: [floyd@dikgabo.co.za](mailto:floyd@dikgabo.co.za)



<b>Bid No. MLM</b>	<b>Bid Description</b>	<b>Evaluation Criteria</b>	<b>Specific Goals</b>	<b>Bid Fee</b>	<b>Compulsory Briefing Meeting</b>	<b>CIDB Grading</b>	<b>Closing Date</b>	<b>Technical Contact Person</b>
15/2025/26	Construction of Stormwater channels in Themba Khubeka & Zamdela	80/20 Price and functionality	Locality	R 500.00	30 JANUARY 2026 @11h00 FINANCE BUILDING 2 <sup>ND</sup> FLOOR FOYER	4CE or Higher	13 FEBRUARY 2026 @11h00 FINANCE BUILDING 2 <sup>ND</sup> FLOOR FOYER	Ms N. Gulukunqu  Tel No. +27 16 973 8414

FOR THE COMPULSORY BRIEFING SESSION, 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.

Tender documents will be available on the 30 JANUARY 2026 after 12H00.

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.

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**Mr F.J Motloung**

**Municipal Manager**

**Notice No: 08/2025/2026**

Contact Name: Telephone No.:



## **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) 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**

<b>Formula</b>	<b>Comparison aimed at achieving</b>	<b>Option 1<sup>a</sup></b>	<b>‘</b>
1	Highest price or discount	$A = (1 + (\underline{P} - P_m))$ $P_m$	$A = P_m / P$
2	Lowest price or percentage commission / fee	$A = (1 - (\underline{P} - P_m))$ $P_m$	$A = P_m / P$

Pm is the comparative offer of the most favourable comparative offer (*excluding all Provisional and Prime Cost Sums and the associated VAT*).  
P is the comparative offer of the tender offer under consideration (*excluding all Provisional and Prime Cost Sums and the associated VAT*).

#### **F.3.11.18 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.3.11.19 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:

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

where:  $S_Q$  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.

## T 1.3 TENDER DATA

<b>PROJECT TITLE:</b>	<b>CONSTRUCTION OF STORMWATER CHANNELS IN THEMBA KHUBEKA AND ZAMDELA</b>
<b>Tender No:</b>	MLM 15/2025/26

<b>Compulsory Briefing Session</b>	30 JANUARY 2026 @11:00 FINANCE BUILDING, 2 <sup>ND</sup> FLOOR FOYER		
<b>Closing date:</b>	13 FEBRUARY 2026 @11:00 FINANCE BUILDING, 2 <sup>ND</sup> FLOOR FOYER		
<b>Closing time:</b>	11:00 AM	Validity period:	90 days

Clause	
	<p>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.</p> <p>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.</p> <p>Each item of data given below is cross-referenced to the sub clause in the Standard Conditions of Tender to which it mainly applies.</p>
<b>F.1.1</b>	<p>The employer is <b>Metsimaholo Local Municipality</b>.</p>
<b>F.1.2</b>	<p>For this contract the single volume approach is adopted.</p> <p>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."</p> <p><b>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.</b></p> <p>The single volume procurement document issued by the employer comprises the following:</p> <p><b>Part T: THE TENDER</b></p> <p><b>Part T1: Tendering procedures</b></p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1- List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p><b>Part C: THE CONTRACT</b></p> <p><b>Part 1: Agreements and contract data</b></p> <p>C1.1 - Form of offer and acceptance</p>



**TENDER NO: MLM 15/2025/26: CONSTRUCTION OF STORMWATER CHANNELS IN THEMBA KHUBEKA AND ZAMDELA.**

	<p>C1.2 – Contract Data</p> <p>C1.3 - Form of Guarantee</p> <p>C1.4 – Agreements in Terms of OHSA (<i>Act 85 of 1993</i>)</p> <p>C1.5 – Agreements in Terms of MHSA (<i>Act 72 of 1997</i>)</p> <p><b>Part 2: Pricing data</b></p> <p>C2.1 - Pricing instructions</p> <p>C2.2 - Bill of Quantities</p> <p>C2.3 – Summary of Bill of Quantities and Tender Sum Calculations</p> <p><b>Part 3: Scope of work</b></p> <p>C3 - Scope of work</p> <p><b>Part 4: Site information</b></p> <p>C4 - Site information</p>												
<b>F.1.4</b>	<p>The Employer's agent is:</p> <table border="1"><tr><td>Name:</td><td>Dikgabo Consulting Engineers</td></tr><tr><td>Capacity:</td><td>Engineer</td></tr><tr><td>Address:</td><td>91 Bowling Avenue, Morningside Manor, Sandton, 2196</td></tr><tr><td>Contact Person</td><td>Mr Floyd Rakau, Pr. Eng</td></tr><tr><td>Tel:</td><td>Tel No +27 11 656 4075</td></tr><tr><td>E-mail:</td><td>Email: <a href="mailto:floyd@dikgabo.co.za">floyd@dikgabo.co.za</a></td></tr></table>	Name:	Dikgabo Consulting Engineers	Capacity:	Engineer	Address:	91 Bowling Avenue, Morningside Manor, Sandton, 2196	Contact Person	Mr Floyd Rakau, Pr. Eng	Tel:	Tel No +27 11 656 4075	E-mail:	Email: <a href="mailto:floyd@dikgabo.co.za">floyd@dikgabo.co.za</a>
Name:	Dikgabo Consulting Engineers												
Capacity:	Engineer												
Address:	91 Bowling Avenue, Morningside Manor, Sandton, 2196												
Contact Person	Mr Floyd Rakau, Pr. Eng												
Tel:	Tel No +27 11 656 4075												
E-mail:	Email: <a href="mailto:floyd@dikgabo.co.za">floyd@dikgabo.co.za</a>												
<b>F.2.1</b>	<p><b>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 <b>CE</b> (Civil Engineering) class of construction work, are eligible to submit tenders.</b></p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"><li>1 every member of the joint venture is registered with the CIDB within 10 days from the closing date for tenders;</li><li>2 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 <b>4CE</b> or higher class of construction work determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</li></ol>												
<b>F.2.2.1</b>	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.												
<b>F.2.7</b>	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.												
<b>F.2.12</b>	Alternative tender offer permitted: <span style="float: right;">Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></span>												



**TENDER NO: MLM 15/2025/26: CONSTRUCTION OF STORMWATER CHANNELS IN THEMBA KHUBEKA AND ZAMDELA.**

<b>F.2.10</b>	<p>a) The Valued Added Tax (VAT) rate shall be 15% or as otherwise provided for by legislation.</p> <p>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.</p> <p>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.</p>
<b>F2.11</b>	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.
<b>F.2.13.1</b>	The Tenderer may not make an offer for only part of the services as defined in the Scope of Work.
<b>F.2.13.3</b>	Parts of each tender offer communicated on paper shall be submitted as an original, with no additional copies.
<b>F.2.13.5</b>	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
<b>F.2.15</b>	The closing time for submission of Tender Offers is: <b>11:00 Hrs on – 13 FEBRUARY 2026</b> , Telephonic, telegraphic, telex, electronic or emailed tenders will not be accepted.
<b>F.2.16</b>	The tender offer validity period is 90 days
<b>F.2.19</b>	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 above-mentioned 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:**

No.	RETURNABLES	NOTES
1	Form of Offer	<ul style="list-style-type: none"><li>• Fully completed form of offer for Section 1 AND/OR Section 2 in handwriting and signed in black ink pen.</li></ul>
2	A copy of a CSD summary report <b>OR</b> CSD number.	<ul style="list-style-type: none"><li>• CSD full report or summary report OR CSD number.</li><li>• Municipality may not make any award to a person whose tax matters are not compliant with SARS, please note that tax compliance will be verified before any award.</li></ul>
3	Proof of company registration documents with the Director's details must be attached.  Proof of Identity Document (ID) Copy for a sole proprietorship must be attached.  Proof of Partnership Agreement for partnership must be attached.	<ul style="list-style-type: none"><li>• The company registration documents must indicate the company and director's details.</li><li>• Identity Document (ID) Copy for a sole proprietorship.</li><li>• Partnership Agreement</li></ul> <p><b><i>**In a case where the Director has changed names, proof of name change must be attached.</i></b></p>
4	Fully completed and signed MBD forms	<ul style="list-style-type: none"><li>• Fully Completed and signed in handwriting and in black ink pen.</li></ul>
5	Completed BOQ in black ink pen	<ul style="list-style-type: none"><li>• Fully completed. Items not priced will be considered rated at R0.00 and cannot be re-priced after appointment</li></ul>
6	Joint Venture Agreement <b>(Must indicate the Lead Partner. If the bidders' gradings are not the same the lead partner must have the higher grading)</b>	<ul style="list-style-type: none"><li>• If applicable submit a complete and signed JV agreement.</li><li>• JV agreement stating who the lead partner is including the JV Partners' split percentages.</li><li>• Note: JV agreement must be as per CIDB regulation of 2001 regulation 25 (5)(a), (b) and (6)</li></ul>

**NB! The following documents will not be accepted: for number 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 <b>COMPANY AND DIRECTORS/TRUSTEES/ MEMBERS/SHAREHOLDERS.</b>	<ul style="list-style-type: none"><li>• Submit <b>Dec 2025 / Jan OR Feb 2026</b> municipal rates &amp; taxes statement for all the Directors including for all the Directors of the JV where applicable and for the company</li></ul>
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**TENDER NO: MLM 15/2025/26: CONSTRUCTION OF STORMWATER CHANNELS IN THEMBA KHUBEKA AND ZAMDELA.**

No.	RETURNABLES	NOTES
		<p>or JV that have been issued in the same month of the tender closing date or in the previous month of the same.</p> <ul style="list-style-type: none"><li>• The submitted accounts must not be in arrears for more than 3 months.</li><li>• 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.</li></ul>
8	<p>In the event of a tenant renting a lease agreement <b>MUST</b> be attached for the <b>COMPANY AND DIRECTORS/TRUSTEES/ MEMBERS/Sshareholders.</b></p>	<p>The lease agreement must include the following:</p> <ul style="list-style-type: none"><li>• A valid copy of the lease agreement must be signed by (both Lessor and lessee).</li><li>• The lease agreement must indicate dates of commencement and expiry or duration.</li><li>• 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.</li><li>• 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.</li><li>• In case where the Lease agreement submitted is not in the company/Directors/Trustees/Members/Shareholders name/s, ONLY Lease Agreements where the address of the Premises leased matches the address on the company registration documents will be accepted)</li><li>• If the lessee is liable to pay municipal rates and taxes, the municipal account of the leased property must be attached with the valid lease agreement and the municipal account must not be in arrears for more than 3 months.</li></ul>
	<p><b><i>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 &amp; Director.</i></b></p>	
9	<p>Municipal rates and taxes for bidders who are from the rural areas for the <b>COMPANY AND DIRECTORS/TRUSTEES/ MEMBERS /SHAREHOLDERS.</b></p>	<ul style="list-style-type: none"><li>• In the event that the bidder is from the rural area a letter from the municipality that the area is not liable to pay municipal rates and taxes <b>OR</b> a signed letter from the chief indicating that the bidder is from that particular rural/tribal area.</li></ul>



**TENDER NO: MLM 15/2025/26: CONSTRUCTION OF STORMWATER CHANNELS IN THEMBA KHUBEKA AND ZAMDELA.**

No.	RETURNABLES	NOTES
10	CIDB Grading	<ul style="list-style-type: none"><li>• Copy of Company CIDB Grading designation <b>4 CE</b> or Higher <b>showing active registration. The active registration will be verified during bid evaluation.</b></li></ul>
11	COIDA Registration	<ul style="list-style-type: none"><li>• Valid COIDA registration under Building/ Civil works/ Construction</li></ul>
12	Compulsory briefing	<ul style="list-style-type: none"><li>• Bidder must complete and sign the attendance register during the briefing session.</li></ul>

Failure to comply with the above-mentioned 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

Sub- Clause	Data
F3.4	The time and location for opening of the bid offers is are as per Tender Notice and Invitation to Tender (T.1.1)
F.3.11	

Sub- Clause	Data

**B. PHASE 2: METHOD 4 [FINANCIAL OFFER, QUALITY AND PREFERENCES (SPECIFIC AND RDP GOALS)]**

The following detail the three (3) sub-categories (a), (b) and (c) for the tender evaluation under Phase 2.

Evaluation will be done using a two-stage process in terms of National Treasury Circular No. 53. The procedure to be used for the allocation of points for responsive tenders will be **Method 4 with the 80/20 Preference Point System**. Bids shall be scored **for quality on stage one of Phase 2** only to pre-qualify tenders and only those tenders that meet the specified minimum **75** points total score for quality shall be considered further on **stage two** where they will then be evaluated on the basis of the **80/20 Preference Points System**.

**Method 4: Financial Offer, Quality and Preferences (Specific and RDP Goals)**

**(a) QUALITY**

The score for quality will be calculated using the following formula:

$$W_q = W_2 \times S_o / M_s \text{ where:}$$

$W_2$  is the percentage score given to quality and equals 100

$S_o$  is the score for quality allocated to the submission under consideration

$M_s$  is the maximum possible score for quality in respect to the submission, which equals 100.

***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.***

**1. STAGE 1 OF PHASE 2: ALLOCATION OF POINTS IN TERMS OF QUALITY (FUNCTIONALITY)**

For the Stage 1 of Phase 2, the functionality of the tender will be technically evaluated as detailed below and in order to qualify for the **Stage 2 of Phase 2** of evaluation the tenders must score a **minimum of 75 Percent**.

**Table 1: Quality (Functionality)**

<b>Functionality</b>	<b>100 Points</b>
A. Experience of the Bidder in Road Construction Works	50
B. Company Key Personnel	20
C. Financial Resources (Bank Rating)	10
D. Plant and equipment for Construction	20
<b>TOTAL</b>	<b>100</b>
<b>MINIMUM THRESHOLD</b>	<b>75</b>

**Table 2: Technical Functionality Point Allocation**



**TENDER NO: MLM 15/2025/26: CONSTRUCTION OF STORMWATER CHANNELS IN THEMBA KHUBEKA AND ZAMDELA.**

<b>Key aspect of criterion</b>	<b>Basis for points allocation</b>	<b>Score</b>	<b>Max. Points</b>	<b>Verification Method</b>
Experience of the Bidder in Stormwater Construction Works.	<b>Five (5) and above Completed</b> (Construction of Stormwater projects) within the last <b>ten (10) years</b> , with a construction value not less than <b>R3.5 million</b> for each project.	Excellent	<b>50</b>	<ul style="list-style-type: none"> <li>• Attach Signed Appointment Letter &amp; corresponding Metsimaholo reference form.</li> </ul>
<b>NB##</b> <u>All attached projects will be verified via email/ site visit. Non-responsiveness of client will deem the attached project with zero points.</u>	<b>Four (4) Completed</b> Construction of Stormwater projects. within the last <b>ten (10) years</b> , with a construction value not less than <b>R3.5 million</b> for each project.	Very Good	<b>40</b>	<b>• A minimum of two projects must be submitted from a State/Government/ SOE.</b> Non-submission of a state project will render any submission for experience as non-responsive and Zero (00) point will be allocated for Company experience.
	<b>Three (3) Completed</b> Construction of Stormwater projects. within the last <b>ten (10) years</b> , with a construction value not less than <b>R3.5 million</b> for each project.	Good	<b>30</b>	
	<b>Two (2) completed</b> Construction of Stormwater projects <b>within the last ten (10) years</b> with a construction value not less than <b>R3.5 million</b> for each project.	Average	<b>20</b>	
	No Submission	Very Poor	0	None
<b>COMPANY KEY PERSONNEL</b>	<b>BIDDERS MUST SUBMIT COPIES OF CVs/ COMPLETED PERSONNEL FORM &amp; QUALIFICATIONS</b>			<b>MAX. 20 POINTS</b>
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.	6 and above projects 4 – 5 projects 0 – 3 projects	<b>10</b> <b>5</b> <b>0</b>	Copy of Qualification, CV/ Completed personnel form.
Site Agent/ Manager	Personnel 2 - Attach a National Diploma qualification or higher in the Built environment/ Project management and have project construction experience NB: Submit CV / Completed Personnel Form and copies of Qualifications.	6 and above projects 4 – 5 projects 0 – 3 projects	<b>4</b> <b>3</b> <b>0</b>	
Foreman	<b>Personnel (x1)</b> - is required to have Stormwater projects construction experience. NB: Submit CV / Completed Personnel Form	5 or more Projects 2 – 4 Projects	<b>4</b> <b>2</b>	
Safety Officer	Safety officer with a NQF L5 / National Diploma or Higher Safety Certificate with experience of not less than two (2) projects. NB: Submit CV / Completed Personnel Form and copies of Qualifications.	2 or more Projects 0 – 1 project	<b>2 points</b> <b>0 points</b>	



**TENDER NO: MLM 15/2025/26: CONSTRUCTION OF STORMWATER CHANNELS IN THEMBA KHUBEKA AND ZAMDELA.**

<b>Key aspect of criterion</b>	<b>Basis for points allocation</b>	<b>Score</b>	<b>Max. Points</b>	<b>Verification Method</b>
Financial Resources (Bank Rating of no less than R300 000.00)	Bank Rating A – Undoubted for the amount of enquiry	Excellent	10	Submit bank rating letter not older than 3 months from closing date of rating of A, B or C with a dated stamp / date of issue
	Bank Rating B – Good for the amount of enquiry	Good	7	
	Bank Rating C – Good for the amount quoted if applied strictly in the way of business	Fair	5	
Plant	<p>Tenderer to submit proof of ownership or intent to lease letter to access the following plant:</p> <ul style="list-style-type: none"> <li>• TLB</li> <li>• Excavator</li> </ul>	(10- own) (5- rent)  (10- own) (5- rent)	(20)	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 <sup>1</sup> below).

**Note <sup>1</sup> PLANT AND EQUIPMENT POINTS**

1. For owned plant attach a vehicle registration certificate under the company name/ director of the company.
2. Agreement/Lease Letter under letterhead of Plant Supplier hire between the Bidder and a supplier of the required plant. The agreement must be signed by authorized lessor.

**NOTES**

- The bidders will be required to have at least one set of an Appointment letter or Order or Instruction note with corresponding Metsimaholo reference form.

It must be noted that the municipality will contact previous client to obtain verification of company experience submission.

Allocation of points on functionality will be given on condition that:

1. A positive verification response per project must be obtained for functionality points to be allocated as per the table provided above under company experience (Full points as per the allocation) (NB: This is compulsory).
2. In a case we do not obtain verification response- or negative response on other submitted reference forms bidders will obtain zero points.

- Where referees fail to respond within the stipulated timeframe, the evaluation committee shall rely on documentary evidence submitted by the bidder. Non-response shall not, on its own, constitute grounds for disqualification but rather zero point for experience on functionality.
- The bidder will obtain zero point for functionality on experience for all negative response verification responses received or in a case where the municipality did not receive a response at all.



**TENDER NO: MLM 15/2025/26: CONSTRUCTION OF STORMWATER CHANNELS IN THEMBA KHUBEKA AND ZAMDELA.**

- **Bidders who receive more than one construction project from the Technical Department must provide a separate team that is dedicated to the specific project. Allocation of same team members for more than one project is prohibited and will be considered a repudiation of contract**

**NB: Where the service provider submit false information, the municipality has the right for appropriate recourse which may include, disqualification of the fraudulent service providers, blacklisting the service provider in terms of MFMA circular 43 or taking any appropriate measure which may include opening a case for fraud or referring the matter to law enforcement agencies, etc.**



**METSIMAHOLO PERSONNEL FORM**

PERSONNEL	NAME & SURNAME	ID NUMBER	NAME OF PROJECT	PROJECT VALUE	DURATION OF PROJECT
Project Manager/Site Manager/ Site Agent			1. 2. 3. 4. 5. 6.		
Foreman			1. 2. 3. 4. 5.		
Health and 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 15/2025/26** for the: **Construction of stormwater channels in Themba Khubeka and Zamdela.**

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**

<b>1. Was their project completed satisfactory?</b>	<b>Yes / No</b>
<i>If No, please furnish details:</i>	
<b>2. Was the project constructed as per the approved scope of work?</b>	<b>Yes / No</b>
<i>If No, please furnish details:</i>	
<b>3. Was the project completed within the approved timeframe?</b>	<b>Yes / No</b>
<i>If No, please furnish details:</i>	
<b>4. Would you recommend this contractor for similar work</b>	<b>Yes / No</b>
<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 by the referee and must be included in the bid submission. Failure to adhere to this requirement will result in the bidder not getting points



**TENDER NO: MLM 15/2025/26: CONSTRUCTION OF STORMWATER CHANNELS IN THEMBA KHUBEKA AND ZAMDELA.**

**Name of authorized person:** ..... **Position** .....

**Signature:** .....

**Telephone:** .....

**E-mail:** .....

**Date:** .....

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**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.

**NB: The municipality reserves the right to employ any other means of verification which they might deem fit to confirm the authenticity of the bidder's submission**



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**Signature:** .....

**Telephone:** .....

**E-mail:** .....

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

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**Signature:** .....

**Position** .....

**E-mail:** .....

**Telephone:** .....

**Date:** .....

**Completed on behalf of (Name of Institution)**



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Name of authorized person: ..... Position .....

Signature: .....

Telephone: .....

E-mail: .....

Date: .....

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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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Name of authorized person: ..... Position .....

Signature: .....

Telephone: .....

E-mail: .....

Date: .....

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

OFFICIAL INSTITUTION STAMP

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**NB: The municipality reserves the right to employ any other means of verification which they might deem fit to confirm the authenticity of the bidder's submission**

F.3.4.1 F.3.4.2	<p>The location for opening of the tender offers, immediately after the closing time thereof shall be at 11:00 AM 30 January 2026 in the Metsimaholo Local Municipality. Municipal Building, 10 Fichardt Street, Sasolburg.</p> <p>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</p>
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	<p>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.</p> <p>The 80/20 evaluation criteria will be used where Price will be allocated 80 points and Preference will be scored out of 20 points.</p>
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	<p>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:</p> <p><math>Nfo = W1 \times A</math></p> <p>Where: Nfo = number of tender evaluation points awarded for the financial offer; W180 points for rand value less than R50 000 000.</p>
	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> <li data-bbox="303 1231 1504 1298">the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a>)</li> <li data-bbox="303 1298 1504 1332">the tenderer is in good standing with SARS according to the Central Supplier Database;</li> <li data-bbox="303 1332 1504 1433">the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement document</li> <li data-bbox="303 1433 1504 1500">the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li data-bbox="303 1500 1504 1624">the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li data-bbox="303 1624 1504 1759">the tenderer has not:             <ol style="list-style-type: none"> <li data-bbox="382 1665 1504 1698">abused the Employer's Supply Chain Management System; or</li> <li data-bbox="382 1698 1504 1759">failed to perform on any previous contract and has been given a written notice to this effect;</li> </ol> </li> <li data-bbox="303 1759 1504 1871">the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;</li> <li data-bbox="303 1871 1504 1939">the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</li> </ol>



**TENDER NO: MLM 15/2025/26: CONSTRUCTION OF STORMWATER CHANNELS IN THEMBA KHUBEKA AND ZAMDELA.**

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

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



**TENDER NO: MLM 15/2025/26: CONSTRUCTION OF STORMWATER CHANNELS IN THEMBA KHUBEKA AND ZAMDELA.**



## **METSIMAHOLO LOCAL MUNICIPALITY**

**BID NO: MLM 15/2025/26**

**CONSTRUCTION OF STORMWATER CHANNELS IN THEMBA KHUBEKA AND ZAMDELA.**

## **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 hereafters.

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**

<b>Schedule A</b>	Municipal Bidding Documents
<b>Schedule B</b>	Record of Addenda to Tender Documents
<b>Schedule C</b>	Certificate of Authority
<b>Schedule D</b>	Compulsory Enterprise Questionnaire
<b>Schedule E</b>	Plant and Equipment
<b>Schedule F</b>	Experience of Tenderer
<b>Schedule G</b>	Contractor's Health and Safety Plan and Declaration

**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 15/2025/26: CONSTRUCTION OF STORMWATER CHANNELS IN THEMBA KHUBEKA AND ZAMDELA.**

**SCHEDULE A: MUNICIPAL BIDDING DOCUMENTS**

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MBD1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE METSIMAHOLO LOCAL MUNICIPALITY

BID NUMBER:	MLM 15/2025/26	CLOSING DATE:	30 JANUARY 2026	CLOSING TIME:	11H00
DESCRIPTION	CONSTRUCTION OF STORMWATER CHANNELS IN THEMBA KHUBEKA AND ZAMDELA.				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT

(MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN 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]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No



<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes [IF YES ENCLOSE PROOF]	No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?  <input type="checkbox"/> Yes <input type="checkbox"/> 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			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	SCM	DEPARTMENT	TECHNICAL
CONTACT PERSON	<b>S Motsei</b>	CONTACT PERSON	<b>N Gulukunqu</b>
TELEPHONE NUMBER	<b>016 973 8743</b>	TELEPHONE NUMBER	<b>016 973 8414</b>
FACSIMILE NUMBER	<b>N/A</b>	FACSIMILE NUMBER	<b>N/A</b>
E-MAIL ADDRESS		E-MAIL ADDRESS	<b><a href="mailto:lundi@metsimaholo.gov.za">lundi@metsimaholo.gov.za</a></b>



**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 state<sup>1</sup>.
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, shareholder<sup>2</sup>): .....

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. ....

.....

<sup>1</sup>MSCM 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.

<sup>2</sup> 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.



**TENDER NO: MLM 15/2025/26: CONSTRUCTION OF STORMWATER CHANNELS IN THEMBA KHUBEKA AND ZAMDELA.**

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

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars .....

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

3.11.1 If yes, furnish particulars

.....  
.....

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

3.12.1 If yes, furnish particulars.

.....  
.....

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

**YES / NO**

3.13.1 If yes, furnish particulars.

.....  
.....



**TENDER NO: MLM 15/2025/26: CONSTRUCTION OF STORMWATER CHANNELS IN THEMBA KHUBEKA AND ZAMDELA.**

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 Employee Number

**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

**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:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS (LOCALITY)</b>	<b>20</b>
<b>Total points for Price and Specific Goals must not exceed</b>	<b>100</b>

**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:

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

Where;

Ps = Points scored for price of bid under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### **3.2.1. POINTS AWARDED FOR PRICE**

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

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



## TENDER NO: MLM 15/2025/26: CONSTRUCTION OF STORMWATER CHANNELS IN THEMBA KHUBEKA AND ZAMDELA.

Where

Ps = Points scored for price of tender under consideration Pt =

Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

**Note to 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	05



### **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 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 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 proprietor
- 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



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fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

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

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

**MBD 8**

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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



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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)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 bids<sup>1</sup> 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).<sup>2</sup> 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. cancel 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:

<sup>1</sup> **Includes price quotations, advertised competitive bids, limited bids and proposals.**

<sup>2</sup> **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 consortium<sup>3</sup> 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.

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



**TENDER NO: MLM 15/2025/26: CONSTRUCTION OF STORMWATER CHANNELS IN THEMBA KHUBEKA AND ZAMDELA.**

**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**



**TENDER NO: MLM 15/2025/26: CONSTRUCTION OF STORMWATER CHANNELS IN THEMBA KHUBEKA AND ZAMDELA.**

**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.

<b>ADD. No</b>	<b>DATE</b>	<b>TITLE OR DETAILS</b>
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.*



**TENDER NO: MLM 15/2025/26: CONSTRUCTION OF STORMWATER CHANNELS IN THEMBA KHUBEKA AND ZAMDELA.**

**(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.



**TENDER NO: MLM 15/2025/26: CONSTRUCTION OF STORMWATER CHANNELS IN THEMBA KHUBEKA AND ZAMDELA.**

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: .....



**TENDER NO: MLM 15/2025/26: CONSTRUCTION OF STORMWATER CHANNELS IN THEMBA KHUBEKA AND ZAMDELA.**

**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.***



**TENDER NO: MLM 15/2025/26: CONSTRUCTION OF STORMWATER CHANNELS IN THEMBA KHUBEKA AND ZAMDELA.**

**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:

<input type="checkbox"/> a member of any municipal council	<input type="checkbox"/> 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)
<input type="checkbox"/> a member of any provincial legislature	<input type="checkbox"/> a member of an accounting authority of any national or provincial public entity
<input type="checkbox"/> a member of the National Assembly or the National Council of Province	<input type="checkbox"/> an employee of Parliament or a provincial legislature
<input type="checkbox"/> a member of the board of directors of any municipal entity	
<input type="checkbox"/> an official of any municipality or municipal entity	

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:

<input type="checkbox"/> a member of any municipal council	<input type="checkbox"/> 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)
<input type="checkbox"/> a member of any provincial legislature	<input type="checkbox"/> a member of an accounting authority of any national or provincial public entity
<input type="checkbox"/> a member of the National Assembly or the National Council of Province	<input type="checkbox"/> an employee of Parliament or a provincial legislature
<input type="checkbox"/> a member of the board of directors of any municipal entity	
<input type="checkbox"/> an official of any municipality or municipal entity	

**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 \_\_\_\_\_  
 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: .....



**SCHEDULE F: EXPERIENCE OF TENDERER**

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

<b>EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER</b>	<b>CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER</b>	<b>NATURE OF WORK</b>	<b>VALUE OF WORK (inclusiv e of VAT)</b>	<b>DATE COMPLETE D OR EXPECTED TO BE COMPLETE D</b>
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 \_\_\_\_\_



**SCHEDULE G: CONTRACTOR'S HEALTH AND SAFETY PLAN AND DECLARATION**

**In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2003.**

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

**Declaration by Tenderer**

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2003.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
4. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, including the cost for specific items that may be scheduled in the Bill of Quantities.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 30 of the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.
8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 3 of the OHSA 1993 Construction Regulations 2003 before I will be allowed to proceed with any work under the contract.

**SIGNATURE: .....**



### **CONTRACTOR'S SAFETY PLAN**

The Tenderer shall attach to this page (or submit it separately) the Contractor's Health and Safety Plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2003, and referred to in Form K.

The Contractor's Health and Safety Plan shall cover at least the following aspects as applicable:

1. Safety of subcontractors (Refer Construction Regulations 2003 Clause 5: Principal Contractors and Contractors)
  - Methods to ensure the approval, implementation and maintenance of all health and safety aspects regarding his subcontractors.
2. Monitoring the health and safety on the construction site on a regular basis (Refer Clause 6: Supervision of Construction Work)
  - Details of the Construction Supervisor and his appointed assistants (if any);
  - Details of the Construction Safety Officer, full-time or part-time;
  - Details of the suitability and competency of the Construction Supervisor and Construction Safety Officer regarding health and safety aspects of the construction works.
3. Assessment of risks on the construction site (Refer Clause 7: Risk Assessment)
  - Details of a proper risk assessment on which his health and safety plan is based;
  - Ways, in which all construction employees are informed, instructed and trained regarding the work procedures and the related hazards.
4. Risk items (Refer Clauses 8 to 28: Risk items to be addressed)
  - Details of the design, management, responsibilities, worker training, work methods, procedures, maintenance and any other requirements necessary for him and his subcontractor, if applicable, to work safely and in a healthy environment as stipulated in these clauses.



**Contractor's OHS Management System checklist**

**1. OHS Policy and Management**

		Yes	No
1.1	Is there a written company health and safety policy?		
1.2	Does the company have an OHS Management System?		
1.3	Is there a company OHS Management Manual or Plan?		
1.4	Are health and safety responsibilities clearly identified for all levels of staff?		

**2. Safe Work Practices and Procedures**

		Yes	No
2.1	Has the company prepared safe operating procedures or specific safety instructions relevant to its operations?		
2.2	Does the company have any permit to work systems?		
2.3	Is there a documented incident investigation procedure?		
2.4	Are there procedures for maintaining, inspecting and assessing the hazards of plant operated/owned by the company?		
2.5	Are there procedures for storing and handling hazardous substances?		
2.6	Are there procedures for identifying, assessing and controlling risks associated with manual handling?		

**3. OHS Training**

		Yes	No
3.1	Is health and safety training conducted in the company?		
3.2	Is a record maintained of all training and induction programs undertaken for employees in the company?		

**4. Health and Safety Workplace Inspection**

		Yes	No
4.1	Are regular health and safety inspections at worksites undertaken?		
4.2	Are standard workplace inspection checklists used to conduct health and safety inspections?		
4.3	Is there a procedure by which employees can report hazards at workplaces?		

**5. Health and Safety Consultation**

		Yes	No
5.1	Is there a workplace health and safety committee?		
5.2	Are employees involved in decision making over OHS matters?		
5.3	Are there employee elected health and safety representatives?		

**6. OHS Performance Monitoring**

		Yes	No
6.1	Is there a system for recording and analysing health and safety performance statistics?		
6.2	Are employees regularly provided with information on company health and safety performance?		
6.3	Has the company ever been convicted of an occupational health and safety offence?		

**7. Does your company's health and safety plan contain the following elements?**

		Yes	No
7.1	Description of the contract		
7.2	OHS Structure of work undertaken under this contract		
7.3	Induction and safety training		
7.4	Safe work practices and procedures for specific work undertaken		
7.5	Risk assessments for specific works undertaken		
7.6	Workplace inspection schedule for duration of contract		
7.7	OHS consultative processes to be followed		
7.8	Emergency procedure for this specific contract		
7.9	Incident recording and investigation on procedures		
7.10	Health and safety performance monitoring arrangements to be implemented during contract		



**TENDER NO: MLM 15/2025/26: CONSTRUCTION OF STORMWATER CHANNELS IN THEMBA KHUBEKA AND ZAMDELA.**



## **METSIMAHOLO LOCAL MUNICIPALITY**

**BID NO: MLM 15/2025/26**

**CONSTRUCTION OF STORMWATER CHANNELS IN THEMBA KHUBEKA AND ZAMDELA.**

## THE CONTRACT

- PART C1 : AGREEMENTS AND CONTRACT DATA**
- PART C2 : PRICING DATA**
- PART C3 : SCOPE OF WORK**
- PART C4 : SITE INFORMATION**



**TENDER NO: MLM 15/2025/26: CONSTRUCTION OF STORMWATER CHANNELS IN THEMBA KHUBEKA AND ZAMDELA.**

## **PART C1: AGREEMENTS AND CONTRACT DATA**



## **C1.1 FORM OF OFFER AND ACCEPTANCE- SECTION 01**

### **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 15/2025/26: CONSTRUCTION OF STORMWATER CHANNELS IN THEMBA KHUBEKA AND ZAMDELA.**

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:** .....



## **C1.1 FORM OF OFFER AND ACCEPTANCE- SECTION 02**

### **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 15/2025/26: CONSTRUCTION OF STORMWATER CHANNELS IN THEMBA KHUBEKA AND ZAMDELA.**

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

Part 4 Site Information

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

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



## **TENDER NO: MLM 15/2025/26: CONSTRUCTION OF STORMWATER CHANNELS IN THEMBA KHUBEKA AND ZAMDELA.**

### **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:



**TENDER NO: MLM 15/2025/26: CONSTRUCTION OF STORMWATER CHANNELS IN THEMBA KHUBEKA AND ZAMDELA.**

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:** .....

**FOR THE WITNESS**

**Signature:** .....

**Name:** .....

**Capacity:** .....

**FOR THE EMPLOYER:**

**Signature:** .....

**Name:** .....

**Capacity:** .....



## 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 –Third 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 1.1.25 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 Engineer 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 4.5 **Compliance with applicable laws**

###### CSC 4.5.2 **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 2003 will in all respects be applicable to this contract."



### **CSC 5.3.1 Commencement of the Works**

Delete the entirety of Clauses 5.3.1 and 5.3.2 and replace them with the following:

#### **“SCC 5.3.1 Commencement of the Works**

Upon the Employer’s Agent’s instruction, the Contractor shall, save as may be otherwise provided in the Contract, or be legally or physically impossible, commence carrying out the Works. Such instruction shall be provided not later than 14 days after the Commencement Date. Such instruction shall be subject to:

SCC 5.3.1.1 The timely submission by the Contractor, and approval by the Employer’s Agent, of documentation required before commencing to carry out the Works and before the Employer applying for a permit to do construction work, as set out in the Contract Data,

### **CSC 5.3.2 Unacceptable documentation**

If the documentation referred to in Clause SCC 5.3.1 is not submitted within the number of days stipulated in the Contract Data from the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect, or if such documentation is found to be unacceptable, the Employer may terminate the Contract in terms of Clause 9.2.

### **CSC 6.6.2 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 40 PROGRESS OF THE WORKS**

*Add the following to Sub-Clause 40.1 :*

*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.

### **CSC 49.6 GUARANTEE IN LIEU OF RETENTION**

Add to all references to a “Bank” also “or an accredited Insurance Company”

*Add the following sub-clause*

### **CSC 46: 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](http://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](http://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".

#### **ADDITIONAL CLAUSE ON CONDITIONS OF CONTRACT:**

- **Submission of compliance returnable documents and functionality returnables will be applicable for both Section 1 and Section 2**
- **Bidders will be considered for the Section or sections with fully completed Bill of Quantities.**
- **Bidders who receive more than one construction project from the Technical Department must:**
  - **provide a separate team that is dedicated to the specific project. Allocation of same team members for more than one project is prohibited and will be considered a repudiation of contract**



## C1.2.2 CONTRACT SPECIFIC DATA

### General

This section contains the Contract Specifications Data referred to under Clause 1(1) of the General Conditions of Contract. Civil and Structural Engineering Work (1985)

Should any requirements of the Specific Data conflict with the requirements of the General Conditions of Contract, then the requirements of the Specific Data shall prevail.

### Clause

#### 1 Definitions and interpretation

The “**Employer**” as defined under Clause 1(1) of the General Conditions shall be the METSIMAHOLO LOCAL MUNICIPALITY

MUNICIPAL BUILDING  
10 FICHARDT  
SASOLBURG  
4800

The “**Engineer**” as defined under Clause 1(1)(d) of the General Conditions shall be DIKGABO CONSULTING ENGINEERS.

91 BOWLING AVENUE  
MORNINGSIDE MANOR  
SANDTON  
2196

Tel: 011 656 4075

#### 4.1 Language

English

#### 4.2 Law

The governing law shall be that of the Republic of South Africa.

#### 7.1 Time for Completion

08 months.

#### 9.1 Performance Guarantee

10 % of Contract amount.

#### 10.1 Commencement of the Works

Prior to commencement of construction Works, the Contractor shall ensure that all the listed site personnel and applicable plant are available onsite.

#### 12.1 Programme

The limit for submission of programme – 7 days after site handover

#### 14.3 Electricity, water and gas

To be sourced by contractor



**16.4 Limitation of liability**

Contractor's liability shall not exceed 100 % of the Contract Sum.

The contractor's liability shall expire on the date of issue of the Final Certificate.

**17.1 Insurance of Works**

Amount of insurance during Defects Liability Period: 100 % of the Contract Sum.

**17.2 Minimum Amount of Third Party Insurance**

R1 000 000 for any single claim, number of claims unlimited.

**20.6 Import permits and licenses**

The Contractor shall obtain and provide all necessary import permits and licenses required.

**31.1 Amount of Reduction for delay**

R5 000,00 per Calendar Day of delay.

**Maximum Reduction**

15 % of Contract Price.

**32.1 Bonus**

No bonus will apply.

**33.1 Defects liability period**

12 Months with use of works assumed 24 hours per day.

**33.4 Maximum permitted extension: 12 months**

**34.1 Variations**

The total variation shall not be more than 20 % of the Contract Sum for any single Contract.

**37.3 Certificates and Payment**

Payment certificates shall be paid within 28 days of submission of the approved invoice by the Engineer to the PMU. 10 % Retention retained up to Completion Certificate.

**Builders' lien is not applicable in this contract.**

**40. Payment Conditions**

For Mechanical and Electrical Work ninety-five percent (95 %) of the quoted price will be payable on completion of delivery, installation and commissioning. A further 5 % will be payable at the end of the defect liability period. For Civil and Structural Work payment up to the Completion Certificate will be @ 90 % of tendered rates with 10 % retention held back, 5 % retention paid on issue of Completion Certificate and 5 % after the Defects Liability period.

**41.4 Payment in foreign currencies**

No payment will be made in foreign currencies.



**52.1      Changes in Cost and Legislation**  
(Labour, Materials and Transport)

Prices to be fixed if award is made within 90 days of closing of date of tender.

**53.1      Customs and import duties**

All customs and import duties shall be paid for by the Contractor.

.....  
SIGNATURE



### C1.2.3 DATA PROVIDED BY THE TENDERER

Clause 6.8.3 of the GCC 2015 (3<sup>rd</sup> edition):

Special materials	Unit on which variation will be determined *	Rate or price for the base Month (Excl. VAT) **

**Notes:**

- \* Indicate whether the material will be delivered in bulk or in containers.
- \*\* The price for special materials is only the price for the material and does not include the cost of transport, labour or any other costs. When called upon to do so, the Tenderer shall substantiate the above prices with acceptable documentary evidence.

.....  
SIGNATURE



## C1.3 FORM OF GUARANTEE

### BID NO MLM 15/2025/26

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

(hereinafter called "the Contractor") on the ..... day of ..... 20....., for **CONSTRUCTION OF STORMWATER CHANNELS IN THEMBA KHUBEKA AND ZAMDELA.**

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 excusus 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  
.....  
.....  
.....



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: \_\_\_\_\_

SIGNED

by: \_\_\_\_\_

SIGNED

by: \_\_\_\_\_

Name: .....

Name: .....

Name: .....

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

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

the Adjudicator in the presence  
of

Witness

Name:

Address:

Witness:

Name

Address:

Witness:

Name:

Address:

Date:

Date:

Date:

\* Delete as necessary



## **METSIMAHOLO LOCAL MUNICIPALITY**

**BID NO: MLM 15/2025/26**

**CONSTRUCTION OF STORMWATER CHANNELS IN THEMBA KHUBEKA AND ZAMDELA.**

### **PART C2: PRICING DATA**

## **C2.1 PRICING INSTRUCTIONS**

The Schedule of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specifications) and the Drawings.

### **2. DESCRIPTION OF ITEMS IN THE SCHEDULE**

The Schedule of Quantities has been drawn up generally in accordance with the relevant provisions of the SANS 1200 Standardized specification for civil engineering construction (1998 edition) published by the South African Institution of Civil Engineering (SAICE).

The short descriptions of the items in the Schedule of Quantities are for identification purposes only and the measurement and payment clause of the SANS 1200 Standard Specifications (1998 edition) and the Particular Specifications, read together with the relevant clauses of the amendments and additions contained in the Project Specifications and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

For the purposes of this Schedule 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 specifications.

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

Rate: The payment per unit of measurement at which the Tenderer tenders to do the work.

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

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

### **3. QUANTITIES REFLECTED IN THE SCHEDULE**

The quantities given in the Schedule of Quantities are estimates only and are subject to re-measure during the execution of the work. The quantities finally accepted and certified for payment, and not the quantities given in the Schedule of Quantities, shall be used to determine payments to the Contractor. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it. The quantities of material or work stated in the Schedule of Quantities shall not be regarded as authorisation for the Contractor to order material or to execute work.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Schedule of Quantities and in accordance with the General and Special Conditions of Contract, the SANS 1200 standard specifications (1998), the Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste. The validity of

the contract will in no way be affected by differences between the quantities in the Schedule of Quantities and the quantities finally certified for payment.

#### **4. PROVISIONAL SUMS**

Where Provisional sums or Prime Cost sums are provided for items in the Schedule of Quantities, payment for the work done under such items will be made in accordance with clause 6.6 of the General Conditions of Contract 2015. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted by the Employer in the "Amount" column of the Schedule of Quantities and in the Summary of the Schedule of Quantities unless ordered or authorised in writing by the Employer before closure of tenders. Any unauthorised changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Schedule of Quantities, will be treated as arithmetical errors.

#### **5. PRICING OF THE SCHEDULE OF QUANTITIES**

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required (Rate Only), or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

All rates and amounts quoted in the Bill of Quantities shall be in Rands and Cents and shall include all levies and taxes (other than VAT). VAT will be added in the Summary of the Bill of Quantities.

The Tenderer shall fill in rates for all items where the words "Rate Only" appear in the "Total" column. "Rate Only" items have been included where:

- (a) An alternative item or material is contemplated;
- (b) Variations of specified components in the make-up of a pay item may be expected; and
- (c) No work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items no quantities are given in the "Quantity" column, but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however

note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

## **6. CORRECTION OF ENTRIES**

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

## **7. INTERIM PAYMENTS**

Unless otherwise specified, progress payments in Interim Certificates, referred to in Clause 6.10 of the General Conditions of Contract 2015, in respect of "sum" items in the Schedule of Quantities shall be by means of interim progress instalments assessed by the Engineer and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

Notwithstanding any custom to the contrary, the work as executed will be measured for payment in accordance with the methods described in the contract documents under the various items of payment.

## **8. UNITS OF MEASUREMENT**

The units of measurement described in the Schedule of Quantities are metric units. The following abbreviations are used in the Schedule of Quantities.

mm	= millimetre	$m^3$ -km	= cubic metre-kilometre	Prov sum	= provisional sum
m	= metre	l	= litre	kPa	= kilopascal
km	= kilometre	kl	= kilolitre	MPa	= megapascal
km-pass	= kilometre-pass	kg	= kilogram	MN	= meganewton
$m^2$	= square metre	t	= ton (1 000 kg)	t-km	= ton-kilometre
$m^2$ -pass	= square metre-pas	No.	= number	h	= hour
ha	= hectare	%	= percent	dia	= diameter
$m^3$	= cubic metre	PC sum	= prime cost sum	Sum	= lump sum
kW	= kilowatt	MN-m	= meganewton-metre		

## **9. CONSISTENCY OF RATES**

In order to ensure that payments certified by the Engineer are reasonably consistent with the market value of the work done, and that variations in quantities do not distort the contract valuation, the rates, prices and amounts tendered in the Schedule of Quantities are required to be in balance.

A tender will be considered out of balance if:

- (i) The combined, extended total tendered for the item:
  - 13.01 The Contractor's general obligations
    - (a) Fixed obligations
    - (b) Value-related obligations
    - (c) Time-related obligations

exceeds a maximum of 15% of the Tender Offer (excluding contingencies, escalation and VAT).

(ii) The rates, prices or amounts tendered for any other items differ by more than 20 (twenty) percent from either the next highest or next lowest rates, prices or amounts tendered, or else from the latest departmental estimates.

Any such unbalanced tender may be rejected if, after fourteen (14) days of having been given written notice by the Employer to adjust those rates or lump sums which are unreasonable or out of balance, the Tenderer fails to make the necessary satisfactory adjustments. These adjustments in rectification will be such that increases are balanced by decreases, leaving the tender offer unchanged.

## **C2.2 BILL OF QUANTITIES**

# SECTION 1

## **CONSTRUCTION OF THEMBA KHUBEKA STORMWATER CHANNEL**

Item number	Payment reference	Item Description	Unit	Quantities	Rate	Amount Rands.cents
	SANS	<b>Schedule A</b>				
	1200	<b>Preliminary &amp; General and Health &amp; Safety schedules</b>				
<hr/>						
<b>1.1</b>		<b>Preliminary &amp; General allowances</b>				
1.1.1	A8.3	Fixed contractual requirements affecting the Contractor as specified in the items <b>A8.3 (all costs inclusive to items 8.3.1 to 8.3.4)</b>	sum	1		
1.1.2	A8.4	Time related contractual requirements affecting the Contractor for the duration of the Contract as specified in the items <b>A8.4 (all costs inclusive to items A8.4.1 to A8.4.5)</b>	sum	1		
<b>1.2</b>		<b>Provisional sums by the Engineer</b>				
1.2.1	A8.5a	Provisional sum for various tests <b>requested by the Engineer</b> - other than the tests that are required to do by the Contractor under the various SANS 1200 pay items <b>(refer to the relevant SANS 1200 testing requirements for the various work activities)</b>	Prov	1	30,000.00	30,000.00
<b>1.3</b>		<b>Occupational Health &amp; Safety</b>				
1.3.1		All Health and Safety matters as described in the Tender Document with financial implications to this Contract using reference to the Construction Regulations of the Occupational health & Safety ( <b>Regulation 3, 5 &amp; 7</b> ) Act no. 85/1993, specifically to H&S plan, File, registry file, training and training file, training provider, protective gear, first aid & fire fighting gear & training of it, medical tests etc. <b>(this pay item to cover all aspects and requirements of the Occupational Health and Safety regulation relating to the type of works as described in this Bill of Quantities for the duration of the whole of the Contract)</b>	sum	1		
<hr/> <b>SCHEDULE A TOTAL CARRIED TO SUMMARY PAGE</b>						



Item number	Payment reference	Item Description	Unit	Quantities	Rate	Amount Rands.cents
	SANS	<b>Schedule 2</b>				
	1 200	<b>Street 1 - from chainage 280 to chainage 525</b>				
		Refer to drawings : 4230/2/C/1 & 2 Revision 0				
		<i>Supply, install/construct the following items :</i>				
<b>3.1</b>		<b>Storm water channel</b> ( <i>length 245 m width 6 m</i> )				
		<b>General clearance works</b>				
3.1.1	DM8.3.1	Clear site ( <i>rate shall cover the costs for activities as described in SANS 1200 C</i> )	m <sup>2</sup>	1,530		
		<b>Excavation</b>				
3.1.2		Excavation from natural ground to formation level of storm water channel layer works and spoil material at designated spoil area ( <i>box cut</i> )	m <sup>3</sup>	1,171		
		<b>Excavated surface treatment</b>				
3.1.3	DM8.3.3.a2	Rip in-situ formation layer below area of storm water channels to a depth of 150 mm and compact to <b>93% Mod AASHTO density</b>	m <sup>2</sup>	1,530		
		<b>Sub grade fill - Upper Selected layer</b>				
3.1.4	DM8.3.5	Upper selected layer - 125 mm thick G5 material imported from borrow pit, compacted to <b>95% Mod AASHTO density</b>	m <sup>3</sup>	192		
		<b>Sub-base course</b>				
3.1.5	ME8.3.1	125 mm thick <b>G5 material imported from borrow pit</b> and compacted to <b>97% Mod AASHTO density &amp; stabilized to C4 strength</b>	m <sup>3</sup>	192		
3.1.6	ME8.3.5d	Process sub-base material by <b>stabilization</b>	m <sup>3</sup>	192		
3.1.7	ME8.3.8	<b>RoadCem CEM II 32.5 N applied @ 3.0% / volume</b> for stabilization	t	12.10		
3.1.8	DM8.3.13	<b>Surface finishing</b> on edge/shoulder of storm water channel with 125 mm thick imported G5 material to a minimum width of 1 m	m <sup>2</sup>	245		
<b>3.2</b>		<b>Stormwater concrete finishing</b>				
		<b>Concrete channels</b>				
3.2.1	G8.4.3.1	245 m long x 6000 mm wide x 125 mm thick <b>channel</b> including 125 mm x 200 mm toes along both edges with <b>25 mPa concrete</b>	m <sup>3</sup>	201		
		<b>G8.4.3.2</b>				
		123 m long x 6000 mm wide x 125 mm thick <b>channel</b> including 125 mm x 200 mm toes along both edges with <b>30 mPa concrete</b>	m <sup>3</sup>	101		
		<b>Reinforcement</b>				
3.2.2	G8.3.2	Type 311 fabric reinforcement in 125 mm concrete slab in single horizontal layer	m <sup>2</sup>	1,530.00		
		<b>Surface finishing</b>				
3.2.3	G8.4.4	Uniform wood float finish on horizontal surface of 125 mm thick concrete surface	m <sup>2</sup>	1,530.00		
		<b>Form works</b>				
3.2.4		<b>Rough vertical form work</b> to edges of concrete channels	m <sup>2</sup>	552.00		
		<b>Joints</b>				
3.2.5	G8.5	<b>10 mm construction joint</b> in 125 mm thick concrete storm water lining with 12 mm jointex filling and capped with horizontal polysulfide at 30 m intervals as indicated on the drawing detail	m	49.00		

Item number	Payment reference	Item Description	Unit	Quantities	Rate	Amount Rands.cents
	SANS	<b>Schedule 3</b>				
	1 200	<b>Street 2 - full length - 406 m long</b>				
		Refer to drawings : 4230/2/C/1 & 2 Revision 0				
		<b>Supply, install/construct the following items :</b>				
<b>4.1</b>		<b>Storm water channel (length ±414 m width 4.5 m)</b>				
		<b>General clearance works</b>				
4.1.1	DM8.3.1	Clear site (rate shall cover the costs for activities as described in SANS 1200 C)	m <sup>2</sup>	1,863		
		<b>Excavation</b>				
4.1.2		Excavation from natural ground to formation level of storm water channel layer works and spoil material at designated spoil area (box cut)	m <sup>3</sup>	1,996		
		<b>Excavated surface treatment</b>				
4.1.3	DM8.3.3.a2	Rip in-situ formation layer below area of storm water channels to a depth of 150 mm and compact to 93% Mod AASHTO density	m <sup>2</sup>	1,863		
		<b>Sub grade fill - Upper Selected layer</b>				
4.1.4	DM8.3.5	Upper selected layer - 125 mm thick G5 material imported from borrow pit, compacted to 95% Mod AASHTO density	m <sup>3</sup>	233		
		<b>Sub-base course</b>				
4.1.5	ME8.3.1	125 mm thick G5 material imported from borrow pit and compacted to 97% Mod AASHTO density & stabilized to C4 strength	m <sup>3</sup>	233		
4.1.6	ME8.3.5d	Process sub-base material by stabilization	m <sup>3</sup>	233		
4.1.7	ME8.3.8	RoadCem CEM II 32.5 N applied @ 3.0% / volume for stabilization	t	14.68		
4.1.8		Surface finishing on edge/shoulder of storm water channel with 125 mm thick imported G5 material to a minimum width of 1 m	m <sup>2</sup>	412		
<b>4.2</b>		<b>Stormwater concrete finishing</b>				
		<b>Concrete channels</b>				
4.2.1	G8.4.3.1	406 m long x 6000 mm wide x 125 mm thick channel including 125 mm x 200 mm toes along both edges with 25 mPa concrete	m <sup>3</sup>	325		
		<b>G8.4.3.2</b>				
		203 m long x 6000 mm wide x 125 mm thick channel including 125 mm x 200 mm toes along both edges with 30 mPa concrete	m <sup>3</sup>	163		
		<b>Reinforcement</b>				
4.2.2	G8.3.2	Type 311 fabric reinforcement in 125 mm concrete slab in single horizontal layer	m <sup>2</sup>	2,500		
		<b>Surface finishing</b>				
4.2.3	G8.4.4	Uniform wood float finish on horizontal surface of 125 mm thick concrete surface	m <sup>2</sup>	2,500		
		<b>Form works</b>				
4.2.4		Rough vertical form work to edges of concrete channels	m <sup>2</sup>	915		
		<b>Joints</b>				
4.2.5	G8.5	10 mm construction joint in 125 mm thick concrete storm water lining with 12 mm jointex filling and capped with horizontal polysulfide at 30 m intervals as indicated on the drawing detail	m	85		



# Metsimaholo Local Municipality

Construction of stormwater channels in Themba Khubeka

## SUMMARY OF THE SCHEDULE OF QUANTITIES

Schedule number	Schedule description	Schedule value
Schedule A	Preliminary & General and Health & Safety schedules	
Schedule 1	Street 1 - from chainage 0 to chainage 280	
Schedule 2	Street 1 - from chainage 280 to chainage 525	
Schedule 3	Street 2 - full length - 406 m long	

Sub - total : construction value :

Add 10% of construction value for contingencies :

Sub - total : construction and contingency value :

Add 15% Value Added Tax :

**Total tender amount carried to form of offer :**

Signature of authorized person

Date signed

## SECTION 2

### **CONSTRUCTION OF ZAMDELA STORMWATER CHANNEL**

Item number	Payment reference	Item Description	Unit	Quantities	Rate	Amount Rands.cents
	SANS	<b>Schedule A</b>				
	1200	<b>Preliminary &amp; General and Health &amp; Safety schedules</b>				
<b>1.1 Preliminary &amp; General allowances</b>						
1.1.1	A8.3	Fixed contractual requirements affecting the Contractor as specified in the items A8.3 (all costs inclusive to items 8.3.1 to 8.3.4)	sum	1		
1.1.2	A8.4	Time related contractual requirements affecting the Contractor for the duration of the Contract as specified in the items A8.4 (all costs inclusive to items A8.4.1 to A8.4.5)	sum	1		
<b>1.2 Provisional sums by the Engineer</b>						
1.2.1	A8.5a	Provisional sum for various tests <u>requested by the Engineer</u> - other than the tests that are required to do by the Contractor under the various SANS 1200 pay items (refer to the relevant SANS 1200 testing requirements for the various work activities)	Prov	1	30,000.00	30,000.00
<b>1.3 Occupational Health &amp; Safety</b>						
1.3.1		All Health and Safety matters as described in the Tender Document with financial implications to this Contract using reference to the Construction Regulations of the Occupational health & Safety (Regulation 3, 5 & 7) Act no. 85/1993, specifically to H&S plan, File, registry file, training and training file, training provider, protective gear, first aid & fire fighting gear & training of it, medical tests etc.(this pay item to cover all aspects and requirements of the Occupational Health and Safety regulation relating to the type of works as described in this Bill of Quantities for the duration of the whole of the Contract)	sum	1		
SCHEDULE A TOTAL CARRIED TO SUMMARY PAGE						

Item number	Payment reference	Item Description	Unit	Quantities	Rate	Amount Rands.cents
	<b>SANS</b>	<b>Schedule 1</b>				
	<b>1 200</b>	<b>Storm water channel Portion 3 (224m - Clean &amp; line with concrete)</b>				
Refer to drawings : 4230/2/C/2 Revision 0						
<b>4.1</b>		<b>Clean existing storm water channel (length : 224 m)</b>				
4.1.1		<b>Cleaning, dredging and reclamation</b> of existing open earthen storm water channel as per method statement provided	m	224		
4.1.2		<b>Clean existing box culvert</b> crossing as per method statement provided <i>(2 x concrete box culverts, 7 m in length)</i>	m	14		
<b>4.2</b>		<b>Earthworks</b>				
		<b>Excavation (box cut)</b>				
4.2.1	<b>DM8.3.7a</b>	Strip and spoil 100 mm topsoil material & spoil it at designated spoil area	m <sup>3</sup>	211		
4.2.2	<b>DM8.3.7a</b>	<b>Excavate to fill</b> for storm water channel	m <sup>3</sup>	266		
4.2.3	<b>DM8.3.7a</b>	<b>Excavate to spoil</b> for storm water channel to designated spoil area	m <sup>3</sup>	630		
		<b>Excavated surface treatment</b>				
4.2.4	<b>DM8.3.3.a2</b>	Rip in-situ formation layer below area of storm water channels to a depth of 150 mm and compact to <b>93% Mod AASHTO density</b>	m <sup>2</sup>	1,792		
		<b>Dumprock fill</b>				
4.2.5	<b>D8.3.4</b>	300 mm thick layer of dump rock compacted to <b>88% relative density</b>	m <sup>3</sup>	262		
		<b>G5 imported layer</b>				
4.2.6	<b>ME8.3.1</b>	125 mm thick <b>imported G5</b> material compacted to <b>93% Mod AASHTO density</b> , layer laid on the dumprock layer	m <sup>3</sup>	269		
<b>4.3</b>		<b>Concrete and related items for 224 m long channel</b>				
		<b>Concrete channels</b>				
4.3.1	<b>G8.4.3.1</b>	224 m long x 8000 mm wide x 100 mm thick <b>channel</b> with 100 mm x 250 mm toes along both edges with <b>20 mPa concrete</b>	m <sup>3</sup>	198		
	<b>G8.4.3.2</b>	112 m long x 8000 mm wide x 100 mm thick <b>channel</b> with 100 mm x 250 mm toes along both edges with <b>25 mPa concrete</b>	m <sup>3</sup>	90		
		<b>Reinforcement</b>				
4.3.2	<b>G8.3.2</b>	Type 245 fabric reinforcement in 100 mm concrete slab in single horizontal layer	m <sup>2</sup>	1,861		
		<b>Surface finishing</b>				
4.3.3	<b>G8.4.4</b>	Uniform wood float finish on horizontal surface of 100 mm thick concrete channel	m <sup>2</sup>	1,861		
		<b>Form works</b>				
4.3.4		<b>Rough vertical form work</b> to edges of concrete channels	m <sup>2</sup>	90		
		<b>Joints : cross-sectional</b>				
4.3.5	<b>G8.5</b>	<b>10 mm construction joint</b> in 100 mm thick concrete storm water lining with 10 mm jointex filling and capped with horizontal polysulfide at 15 m intervals as indicated on the drawing detail	m	128		
		<b>Joints : longitudinal</b>				
4.3.6	<b>G8.5</b>	<b>10 mm construction joint</b> in 100 mm thick concrete storm water lining with 10 mm jointex filling and capped with horizontal polysulfide at interface of horizontal and vertical slopes	m	448		
4.3.7	<b>DK8.2.5</b>	<b>100 mm thick stone pitching</b> with 50-75 mm stones embedded in 15 mPa concrete to ±1500 mm width on both sides of the culvert	m <sup>2</sup>	680		
<b>SCHEDULE 1 TOTAL CARRIED TO SUMMARY PAGE</b>						

Item number	Payment reference	Item Description	Unit	Quantities	Rate	Amount Rands.cents
	<b>SANS</b>	<b>Schedule 2</b>				
	<b>1 200</b>	<b>Storm water channel Portion 4 (366m - Clean &amp; line with concrete)</b>				
Refer to drawings : 4230/2/C/2 Revision 0						
<b>5.1</b>		<b>Clean existing storm water channel (length : 366 m)</b>				
5.1.1		<b>Cleaning, dredging and reclamation</b> of existing open earthen storm water channel as per method statement provided	m	366		
5.1.2		<b>Clean existing box culvert</b> crossing as per method statement provided (1 x concrete box culvert, 16 m in length)	m	16		
<b>5.2</b>		<b>Earthworks</b>				
		<b>Excavation (box cut)</b>				
5.2.1	DM8.3.7a	Strip and spoil 100 mm topsoil material & spoil it at designated spoil area	m <sup>3</sup>	355		
5.2.2	DM8.3.7a	<b>Excavate to fill</b> for storm water channel	m <sup>3</sup>	473		
5.2.3	DM8.3.7a	<b>Excavate to spoil</b> for storm water channel to designated spoil area	m <sup>3</sup>	995		
5.2.4	DM8.3.3.a2	<b>Excavated surface treatment</b> Rip in-situ formation layer below area of storm water channels to a depth of 150 mm and compact to 93% Mod AASHTO density	m <sup>2</sup>	2,900		
5.2.5	D8.3.4	<b>Dumprock fill</b> 300 mm thick layer of dump rock compacted to 88% relative density	m <sup>3</sup>	429		
5.2.6	ME8.3.1	<b>G5 imported layer</b> 125 mm thick imported G5 material compacted to 93% Mod AASHTO density, layer laid on the dumprock layer	m <sup>3</sup>	440		
<b>5.3</b>		<b>Concrete and related items for 684 m long channel</b>				
		<b>Concrete channels</b>				
5.3.1	G8.4.3.1	366m long x 8000 mm wide x 100 mm thick <b>channel</b> with 100 mm x 250 mm toes along both edges with <b>20 mPa concrete</b>	m <sup>3</sup>	311		
	G8.4.3.2	183m long x 8000 mm wide x 100 mm thick <b>channel</b> with 100 mm x 250 mm toes along both edges with <b>25 mPa concrete</b>	m <sup>3</sup>	156		
		<b>Reinforcement</b>				
5.3.2	G8.3.2	Type 245 fabric reinforcement in 100 mm concrete slab in single horizontal layer	m <sup>2</sup>	3,044		
		<b>Surface finishing</b>				
5.3.3	G8.4.4	Uniform wood float finish on horizontal surface of 100 mm thick concrete channel	m <sup>2</sup>	3,044		
		<b>Form works</b>				
5.3.4		Rough vertical form work to edges of concrete channels	m <sup>2</sup>	147		
		<b>Joints : cross-sectional</b>				
5.3.5	G8.5	10 mm construction joint in 100 mm thick concrete storm water lining with 10 mm jointex filling and capped with horizontal polysulfide at 15 m intervals as indicated on the drawing detail	m	209		
		<b>Joints : longitudinal</b>				
5.3.6	G8.5	10 mm construction joint in 100 mm thick concrete storm water lining with 10 mm jointex filling and capped with horizontal polysulfide at interface of horizontal and vertical slopes	m	733		
5.3.7	DK8.2.5	<b>100 mm thick stone pitching</b> with 50-75 mm stones embedded in 15 mPa concrete to ±1500 mm width on both sides of the culvert	m <sup>2</sup>	1,102		
SCHEDULE 2 TOTAL CARRIED TO SUMMARY PAGE						

## Metsimaholo Local Municipality

Construction of stormwater channels in Zamdela

## SUMMARY OF THE SCHEDULE OF QUANTITIES

Schedule number	Schedule description	Schedule value
Schedule A	Preliminary & General and Health & Safety schedules	
Schedule 1	Stormwater channel portion 3 (224m - clean and line with concrete)	
Schedule 2	Stormwater channel portion 4 (366m - clean and line with concrete)	

Sub - total : construction value :

Add 10% of construction value for contingencies :

Sub - total : construction and contingency value :

Add 15% Value Added Tax :

**Total tender amount carried to form of offer :**

Signature of authorized person

Date signed

# **METSIMAHOLO LOCAL MUNICIPALITY**

**BID NO: MLM 15/2025/26**

**CONSTRUCTION OF STORMWATER CHANNELS IN THEMBA KHUBEKA AND  
ZAMDELA.**

## **C3: SCOPE OF WORKS**

**C3:**

## **SCOPE OF WORK**

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**C3: SCOPE OF WORK**

**C3.1: STANDARD SPECIFICATIONS**

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### C3: SCOPE OF WORK

#### C3.1: STANDARD SPECIFICATIONS

The Standard Specifications on which this contract is based are the **COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 edition**.

#### C3.2 PROJECT SPECIFICATIONS

The Project Specifications, consisting of two parts, form an integral part of the Contract and supplement the Standard Specifications.

Part A contains a general description of the Works, the Site and the requirements to be met.

Part B contains variations, amendments and additions to the Standard Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standard or Particular Specifications and the Project Specifications, the Project Specifications shall take precedence. In the event of a discrepancy between the Specifications (including the Project Specifications) and the drawings and / or the Schedule of Quantities, the discrepancy shall be resolved by the Employer's Agent before the execution of the work under the relevant item.

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

#### PART A: GENERAL

*[NOTE: This description is a broad outline of the Contract Works and does not limit the work to be executed by the Contractor in terms of the contract. The quantities of some of the major items indicated in this section are indicative, not absolute, and are provided to define in general terms the overall scope of the project. [For Compiler information purposes only]]*

##### C3.2.1 Employer's Objective and Overview of the works

The stormwater upgrade project involves the construction of approximately 1.6km of concrete stormwater channels in Themba Khubeka and Zamdela in Metsimaholo Local Municipality. The project will be the construction of new stormwater infrastructure which will mainly consist of open drains and the cleaning and reinstatement of the existing stormwater infrastructure.

The proposed stormwater channels traverse through residential areas.

The employer's objectives are also to deliver public infrastructure and services using labour-intensive methods in accordance with EPWP Guidelines.

Labour-intensive works comprise the activities which are to be performed by hand. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

The Contractor shall be required to attend meetings of the local Project Liaison Committee (PLC) from time to time. Requirements of the Expanded Public Works Programme (EPWP) are contained in Part F of section C3.3 Particular Specifications. These requirements include provisions for the National Youth Service programme. Requirements in terms of Government's initiatives for broad based black economic empowerment with respect to small contractor development are contained in Part G of section C3.3 Particular Specifications.

**C3.2.2.1      Overview of the works for Themba Khubeka stormwater channel.**

The construction works shall include *inter alia*, the following:

- Site clearance.
- Excavate to formation level of stormwater channel and spoil excavated material.
- Rip and recompact insitu formation level of the stormwater channel.
- Construction of a 150mm upper selected layer with G5 imported material.
- Construction of a 125mm subbase layer with G5 imported material, stabilised to C4 material.
- Formwork.
- Pouring of 6000mm wide x 125mm thick 25MPa concrete channel.
- Uniform wood float finish on horizontal surface of 125mm thick concrete surface.

**C3.2.2.2      Overview of the works for Zam dela stormwater channel.**

The construction works shall include *inter alia*, the following:

- Site clearance.
- Cleaning of existing stormwater channel.
- Construction of a 300mm dumprock layer.
- Construction of a 125mm subbase layer with G5 imported material.
- Formwork.
- Pouring of 8000mm wide x 100mm thick 20MPa concrete channel.
- Uniform wood float finish on horizontal surface of 100mm thick concrete surface.
- Stone pitching

**Methodology for Cleaning dredging & reclamation of existing storm water channels**

**1. Open earthen storm water channels.**

- Start on higher (upstream side) and systematically work towards lower (downstream end).
- In sections of manageable lengths placing soil berms / sandbags to isolate and drain water by pumping to lower areas.
- Remove all unorganic waste and foreign objects by hand and spoil at municipal refuse site by using waste bins and refuse bags.
- Deploy plant consisting of excavators TLB's & tipper trucks or other appropriate mechanical machinery to remove, load and spoil overgrown vegetation and organic matter at designated off-site spoil areas.
- Shape, finish and compact bottom and sides of existing storm water channels to original profile. Rough shaping by mechanical plant and final finishing work by hand labour with spades rakes and hand compactors, etc.

- Remove temporary soil berms / sandbags used to isolate sections of the existing earthen storm water channel.

## **2. Concrete lined stormwater channel sections and culvert crossings.**

- Carefully remove concrete cover slabs at appropriate intervals (50 - 60m apart) to obtain access.
- Remove all unorganic waste where possible.
- Use old tractor / truck tyres with steel cables or other appropriate equipment to drag, collect, load and remove debris mechanically and by hand labour to restore full capacity of storm water channel sections and culverts.
- Neatly reinstate concrete covers in original position to restore safety.

### **C3.2.3 Location of site and access**

The project is in the Metsimaholo Local Municipality and is approximately 10 km East of Sasolburg which can be accessed via R57 and R82 as well as 30km south-east of Sasolburg. The proposed stormwater channels are illustrated in the two figures below with their location points.

### **C3.2.4 Ground and Subsoil Investigations**

Geotechnical investigations have been undertaken on the site and the details of the subsoil conditions will be provided with the tender document.

### **C3.2.5 Ancillary works**

The proposed stormwater channels are to be formalized as depicted in the issued tender drawings.

### **C3.2.6 Climatic conditions**

The prevailing day and night temperatures are typical of those of the Highveld which are between 27C in summer and below freezing point in winter. Frost occurs generally from May to September. The area is subject to showers and thunderstorms, which occur mainly in October to March with a precipitation rate of about 650 mm occurring in the same period.

### **C3.2.7 Labour**

A Project Liaison Committee will be established and is a vital means of communication between all parties involved with the project. The composition of the PLC comprises representatives of the Employer, the Engineer and formal structures within the community.

- Clearing and grubbing of the Site;

**Excavation** The Contractor shall make use of these communication channels, and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PLC, and this representative will be also required to attend the monthly PLC meetings.

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

Local labour is to be used and the employment of such labour is to be done in conjunction with the PLC and in line with the Employer's policies.

Labour-intensive construction shall mean the economically efficient employment of as great a portion of labour as is technically feasible to produce a standard of construction as demanded by the specifications with completion by the Due Completion Date, thus bringing about the effective substitution of labour for plant and equipment.

Appropriate portions of the Works included in the Contract shall be executed using labour-intensive construction methods.

Except where the use of plant is essential in order, in the opinion of the Employer's Agent, to meet the specified requirements by the Due Completion Date, or where the use of plant is essential as a result of occupational health and safety considerations, the Contractor shall use only hand tools and equipment in the construction of those portions of the Works that are required in terms of these Project Specifications to be constructed using labour-intensive construction methods.

These portions of the Works shall be constructed utilizing only locally employed labour and/or the labour of local subcontractors, supplemented by the Contractor's key personnel to the extent necessary and unavoidable, unless otherwise instructed by the Employer's Agent and in accordance with the further provisions of the relevant sections of Portion B of the Project Specifications.

Subject to considerations of occupational health and safety, the portions of the Works to be executed using labour-intensive construction methods are:

- Bedding, selected fill, backfilling and compaction of all layerworks irrespective of depth, but assisted by mechanical compaction equipment in order to achieve the specified densities;
- Transportation of cut to spoil of the unsuitable insitu materials;
- Landscaping;
- Erosion Protection;
- Dismantling and re-erection of fences where necessary;
- Placing of concrete for stormwater channels.
- Alien vegetation removal;
- Construction of all brickwork where necessary
- Cleaning and tidying up of the Site.

In respect of those portions of the Works which are not listed above, the construction methods adopted and the plant utilized shall be at the discretion of the Contractor, provided always that the construction methods adopted and the plant utilized by the Contractor are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.

**Task Based Activities:** Labour Intensive activities are to be planned as task based works where required. Task based refers to a specific amount of work to be performed which is clearly defined by a quantity and quality. Typically, a particular task can be completed within a working day.

#### **C.3.2.8 Spoiling of surplus material**

Surplus material shall be spoiled in designated areas approved by the Employer's Agent.

#### **C.3.2.9 Material sources, spoil and stockpile areas**

Where possible, the contractor shall source material from within 20km of the site utilizing local suppliers.

#### **C.3.2.10 Accommodation of traffic**

The accommodation of traffic forms and integral part of the contract.

#### **C.3.2.11 Existing services**

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services has commenced.

It is also expected that unknown domestic services crossings requiring relocation or protection may be encountered along the route as the work proceeds. The Contractor shall make every effort to establish

the location of these services in any area prior to excavations commencing in that area. Such efforts shall include diligent enquiry and discussions with adjacent landowners, visual surface inspection and exploratory trenching investigation as necessary.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

**The transporting of excavators and any other similar-wheeled machinery shall be done using a low bed truck to limit damage to existing roads and infrastructure. This is a compulsory requirement.**

#### **C.3.2.12 Employer's Agent's site offices and laboratory**

The Contractor shall be required to provide furnished site office facilities, laboratory facilities, ablution facilities, and carports for the Engineer at a site located in close proximity to the Contractor's office establishment and to the Works. A possible area for such site establishment shall be indicated by the Engineer before the commencement of construction.

#### **C.3.2.13 Temporary Works**

Vertical, horizontal and inclined falsework and formwork will be used during the construction of the culvert structures. Provisions of access scaffolding and temporary propping will also be required. Temporary shoring will be utilised on unstable excavations.

The Temporary Works required under this Contract shall include the traffic accommodation measures implemented, the provision of drainage control, falsework and formwork during the construction of the minor drainage structures, and the provision of any scaffolding or temporary propping used during the erection of the road signs.

All Temporary Works shall be removed from the Site on completion of the Contract.

#### **C.3.2.14 Maintenance of the Works during the construction period**

The Contractor shall take note of the various requirements of the General Conditions of Contract 2015 and the standard specifications with respect to the care and protection of the Works.

The handing-over of the road reserve for this contract is described later in the Project Specifications. The Contractor shall be responsible for maintaining this portion of the road from the date of hand-over until the issue of the Certificate of Practical Completion.

#### **C.3.2.15 Testing of materials**

The Contractor shall carry out at his own cost the required process control testing.

#### **C.3.2.16 Power supply and other services**

The Contractor shall make his own arrangements concerning the supply of electrical power and all other services. No direct payment shall 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.

#### **C.3.2.17 Construction in confined areas**

The works are to be undertaken in a built-up area and it will be inevitable for the Contractor to work within confined areas. Except where provided for in the specifications, no additional payment shall be made for work done in restricted areas. In certain places the width of the fill material and pavement

layers may decrease to zero and the working space may be confined. The method of construction in these confined areas largely depends on the Contractor's constructional plant.

However, the Contractor shall note that, unless otherwise provided for in terms of the scheduled payment items in the COLTO Standard Specifications or these project specifications, measurement and payment shall be in accordance with the specified cross sections and dimensions only, irrespective of the method used for achieving these cross sections and dimensions, and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment shall be made nor shall any claim for additional payment be considered in such cases.

#### **C.3.2.18 Contractor's campsite**

Possible locations for a campsite shall be pointed out at the clarification meeting.

The Contractor shall make his own arrangements for the provision of his campsite and housing for construction personnel but the chosen site shall be subject to the approval of the Engineer, the local authorities and, where applicable, the Project Liaison Committee (PLC) associated with the project.

The standard of the Contractor's camp, offices, accommodation, ablution, and other facilities must comply with the requirements of all local authority, environmental and industrial regulations concerned. In establishing and maintaining his campsite, due cognisance is to be taken of the requirements of the Project Specifications. The Contractor is to fully familiarise himself with all local by-laws and Government regulations for the employment, transport and accommodation of labour on site.

The Contractor shall particularly note that there is a high risk of theft, vandalism and damage to property in this area and strict security will be required for all plant, establishment, temporary works and partially completed works. The Contractor shall be responsible for providing security for all plant, establishment, temporary works and partially completed works.

No separate payment shall be made for the provision of such security since full compensation for these costs shall be deemed to be included in the amount tendered for item B13.01(c) (The contractor's general obligations: Time-related obligations).

#### **C.3.2.19 Additional requirements for construction activities**

The travelling public shall have 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 the road.

The Contractor's tendered rates shall include full compensation for all costs which may arise from the construction and maintenance of deviations and construction under traffic. No claim for additional costs which may arise from these methods of traffic accommodation and no additional payment owing to inconvenience as a result of the Contractor's method of working shall be considered.

#### **C3.2.20 Design**

- The Contractor is responsible for the Temporary Works, Site Camp and Contractor's office accommodation design.
- Site layouts for the Engineer Representative's temporary office accommodation and a Monthly Meeting venue.

The costs of the designs will be deemed to have been included in the scheduled items in the Schedule of Quantities. No other additional payments will be certified to cover these activities.

The bid drawings are applicable to the contractor are detailed in this tender document. These drawings have been used for setting up the Bills of Quantities.

#### **C3.2.21 Quality Assurance (QA)**

*(Read with SANS 1921 – 1: 2004 clause 4.4)*

The Contractor will be solely responsible to produce work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

### **C3.2.22 Programme in terms of Clause 5.6 of the General Conditions of Contract**

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme.

### **C.3.2.23 Construction programme**

In addition to any other restrictions accommodated by the Contractor in compiling the construction programme, the following constraints shall be taken into account in the preparation thereof:

- (1) The whole of the Works (and the portions of the Works if completion in portions is required) shall be completed within the time period(s) stated (refer to the Contract Data in section C1.2.2).
- (2) Working days lost due to abnormal rainfall shall be treated as set out in clause B1215.
- (3) Allowance shall be made for non-working days and special non-working days (refer to the Contract Data in section C1.2.2).
- (4) Construction activities must comply with all the specified environmental requirements including clause B1233 and the requirements of Part C: Environmental Management Specification contained in section C3.3 Particular Specifications.
- (5) Construction activities must comply with all the specified health and safety obligations including the requirements of the OHSA 1993 Health and Safety Specifications.
- (6) Strict control of access to and from local public roads shall be required when construction vehicles, plant or equipment leave or enter the site.
- (7) Throughout the contract period traffic must be accommodated through the site and all other contractors engaged on the construction of the stormwater channels must be accommodated.
- (8) The Contractor's programme of work shall take due cognisance of risks by limiting the duration of the exposure of the various construction elements to natural phenomena.
- (9) Programme must clearly indicate work carried out by the nominated sub-contractors and its impact on the contractors works programme

### **C.3.2.24 Management and disposal of water**

*(Read with SANS 1921 - 1 : 2004*

*clause 4.6)*

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

**C.3.2.25      Earthworks      (Read with SANS 1921 - 1 : 2004 clause 4.10)**

**Borrow pits and spoil areas**

The borrow pits to be used for this contract, where possible, shall be pointed out at the Compulsory Site Inspection. It is however the contractor's responsibility to locate the closest borrow pit which will be tested by an approved Geotechnical Engineering specialist prior to the source being used. The rate for gravel material shall be deemed to include all overhaul based on the identified borrow pits' distance.

The Contractor shall be permitted to use only those borrow pits approved by the Engineer. The spoil sites shall be determined on site in conjunction with the Engineer and the Municipality. The Contractor shall be permitted to use only those spoil areas approved by the Engineer. Should the Contractor wish to use any other tip area for the disposal of soil, rubble, vegetation, etc., its use shall be subject to the approval of the Engineer and the landowner.

**C.3.2.26      Testing      (Read with SANS 1921 – 1 : 2004 clause 4.11)**

**Process control**

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Engineer.

The Contractor may establish his own laboratory on site or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

**Acceptance control**

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum provided in the schedule of quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

**C.3.2.27      Accommodation of Employees**

No employees except for security guards will be allowed to sleep or be accommodated on the site in urban areas.

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided.

**C.3.2.28      Survey beacons      (Read with SANS 1921 - 1 : 2004 clause 4.15)**

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

**C.3.2.29.....Health and Safety (Read with SANS 1921 - 1: 2004 clause 4.18)**

**C.3.2.29.1 .....General statement**

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.2.4

#### **C.3.2.29.2 ...Health and Safety Specifications and Plans**

##### **(a) .....Employer's Health and Safety Specification**

The Employer's Health and Safety Specification will be included in the tender documents as part of the Project Specifications.

*[Note to compiler: The Employer's Safety Specification is available and must be included]*

##### **(b) .....Tenderer's Health and Safety Plan**

The Tenderer shall submit with his tender his own documented Health and Safety Plan he proposes to implement for the execution of the work under the contract. His Health and Safety Plan must at least cover the following:

- i. a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- ii. pro-active identification of potential hazards and unsafe working conditions;
- iii. provision of a safe working environment and equipment;
- iv. statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 5*);
- v. monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- vi. details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
- vii. details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

#### **C.3.2.29.3 Cost of compliance with the OHSA Construction Regulations**

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.

Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

#### **C.3.2.29.4 Management of the environment (Read with SANS 1921 - 1: 2004 clause 4.19)**

Respect for the environment is an important aspect of this contract and the Contractor shall pay special attention to the following:

(a) Natural Vegetation

The Contractor shall confine his operation to the limits of the road reserve for constructing the works and where applicable detours, shall be sited in consultation with the Engineer and the local communities.

Only those trees and shrubs directly affected by the works and those the Engineer may directly instruct, shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

(b) Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire, the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

(c) Environmental Management Plan

In addition to the above all requirements according to the Environmental Management Framework prepared by the Municipality, and the project specific Environmental Management Plan will be adhered to.

### **C.3.2.30.....EPWP Alignment Clauses**

#### **C.3.2.30.1 .....(1.2) Personal & Other Protective Equipment (Sections 8/15/23 or the OHS Act)**

The Contractor is required to identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal Protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the said equipment be maintained by the Contractor, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee. The Contractor may not charge any fee for protective equipment prescribed by him/her but may charge for equipment under the following conditions:

- .....Where the employee requests additional issue in excess of what is prescribed
- .....Where the employee has patently abused or neglected the equipment leading to early failure
- .....Where the employee has lost the equipment

All employees shall, as a minimum, be required to wear the following PPE on any infrastructure projects:  
Protective overalls

- .....Protective footwear
- .....Protective headwear
- .....Eye/face protection

All PPE provided to local labour working on the Expanded Public Works Programme shall be branded in accordance with the EPWP CI Manual. Typical elements which shall be branded include:

- .....Protective overalls

- .....Reflective vests
- .....Protective headwear

The rate for local labour shall include for the supply of EPWP branded PPE in accordance with the Provincial EPWP specifications. The rate shall include the additional cost of the specified colours for the PPE and branding in accordance with CI manual.

#### **C.3.2.30.2 (B1200 (e)) COMMUNITY LIAISON OFFICER (CLO)**

The contractor or his appointed agent will appoint a Community Liaison Officer (CLO) after consultation with the local communities, the engineer and the employer. The contractor shall direct all his liaison efforts with the local communities through the appointed officer. The contractor shall, however, accept the appointed as part of his management personnel.

(a) Duties of the Community Liaison Officer

The Community Liaison Officer's duties will be:

- (i) To be available on site daily between the hours of \_\_\_\_\_(insert time) and \_\_\_\_\_(insert time) and at other time as the need arises. His normal working day will extend from \_\_\_\_\_morning \_\_\_\_\_ until \_\_\_\_\_(insert time) in the afternoon.
- (ii) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- (iii) To communicate daily with the contractor and the engineer to determine the labour requirements regarding numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- (iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk".
- (v) To attend all meetings in which the community and/or labour are present or are required to be represented.
- (vi) To assist in the identification, and screening of labourers from the community in accordance with the contractor's requirements.
- (vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- (viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- (ix) To keep a daily written record of his interviews and community liaison.
- (x) To attend monthly site meetings to report on labour and RDP matters.
- (xi) All such other duties as agreed upon between all parties concerned.
- (xii) To submit monthly returns regarding community liaison.

(b) Payment for the community liaison officer

A special pay item is incorporated in section 1200 of the bill of quantities relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required and not necessarily for the full duration of the contract. The remuneration of the CLO shall be determined jointly by the contractor, engineer and employer.

(c) Period of employment of the community liaison officer

The period of employment of the community liaison officer shall be as decided upon jointly by the contractor, engineer and employer.

## **PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS**

In certain clauses in the COLTO Standard Specifications, allowance is made for a choice to be specified in the Project Specifications between alternative materials or methods of construction, and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this Contract are contained in this part of the Project Specifications. It also contains the necessary additional specifications required for this Contract.

The clauses and payment items dealt with in this part of the Project Specifications are numbered 'B' with a number corresponding to the relevant clause or item number in the COLTO Standard Specifications.

New clauses and payment items not covered by clauses or items in the COLTO Standard Specifications have been included here and have also been designated with the prefix 'B'. Such clauses and items have been given a new number following upon the last number used in the particular section referred to in the COLTO Standard Specifications.

(a) The following specifications shall apply to this contract:

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

The contractor may purchase copies from the South African Institution of Civil Engineers at:

### **SAICE**

Waterfall Park / Postnet Suite 81  
Howick Gardens/ Private Bag X65  
Vorna Valley / Halfwayhouse  
Becker Street/ 1685  
Midrand

Tel: (011) 805-5947

Fax: (011) 805-5971

(b) SANS or BS Specifications and Codes of Practice

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

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

***In all cases where “Directorate Land Transport” appears in the text or in drawings contained in this document it shall be read as “Province of FreeState”.***

## **B1115 GENERAL CONDITIONS OF CONTRACT**

*Replace clause 1115 with the following:*

“The General Conditions of Contract for Construction Works, 3<sup>rd</sup> edition 2015 (abbreviated elsewhere in C3.2 Project Specifications and C3.3 Particular Specifications as “GCC 2015” or as “General Conditions of Contract 2015”) published by the South African Institution of Civil Engineering (SAICE), together with the Special Conditions of Contract form part of the contract.

All references in the COLTO Standard Specifications for Road and Bridge Works are to the COLTO General Conditions of Contract for Road and Bridge Works for State Road Authorities. Consequently, all references in the COLTO Standard Specifications have to be amended accordingly to reflect the appropriate General Conditions of Contract relevant to the Contract. The COLTO Standard Specifications have been scrutinized and the clauses, which refer to the COLTO General Conditions of Contract, identified. Each COLTO clause reference is tabulated in Table B1115 below (context of reference is also given) together with the relevant equivalent clause in the SAICE General Conditions of Contract for Construction Works 3rd edition 2015 applicable for this contract.

Whereas every effort has been made to include all of the affected clauses in the table, there may be some omissions. In every case, however, the SAICE General Conditions of Contract for Construction Works 3rd edition 2015 reference, as amended by the Special Conditions of Contract in the Contract Data, shall apply and the Contractor shall be responsible for interpretation of the equivalent clause.

The COLTO Standard Specifications make frequent use of the term “engineer”. The Project Specifications and the Schedule of Quantities in turn make reference to the COLTO Standard Specifications and may use similar terminology in order to facilitate the reading and cross-referencing thereof.

Wherever in the COLTO Standard Specifications or in the Project Specifications or in the Schedule of Quantities reference is made to the “engineer” or the “Engineer”, this is to be interpreted as the “Employer’s Agent” as defined in subclause 1.1.1.16 of GCC 2015.

Wherever in the COLTO Standard Specifications or in the Project Specifications or in the Schedule of Quantities reference is made to the “engineer’s representative” or the “Engineer’s Representative”, this is to be interpreted as the “Employer’s Agent’s Representative” as defined in subclause 1.1.1.17 of GCC 2015.”

**GENERAL CONDITIONS OF CONTRACT AND RELEVANT SAICE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS 3<sup>rd</sup> EDITION 2015**

COLTO Standard Specification		COLTO General Conditions of Contract 1998		SAICE General Conditions of Contract for Construction Works 3 <sup>rd</sup> Edition 2015	
Clause No.	Page No.	Clause No.	Description or Reference	Clause No.	Description or Reference
1202	1200-2	15	Programme	5.6	Programme
1209(e)	1200-5	52: 52(1)(e) 52(2)	Monthly payments (documentary evidence of ownership of materials) Valuation of material brought onto Site	6.9 & 6.10: 6.9 6.10.2	Vesting of Plant and materials Valuation of material brought onto Site
1210	1200-5	54: 54(1) 54(2) 54(3)	Certificate of Practical Completion	5.14: 5.14.1 5.14.2 5.14.3	Certificate of Practical Completion
1212(l)	1200-7	49: 49(2)	Application of Contract Price Adjustment Factor	6.8: 6.8.2	Application of the Contract Price Adjustment Factor
1215	1200-9	45	Extension of time for completion	5.12	Extension of time for Practical Completion
1217	1200-10	35	Care of the Works	8.2	Care of the Works
1303	1300-1 and 1300-2	49 & 53: 49(2) and 49(3) 53	Application of Contract Price Adjustment Factor and Variation in cost of special materials Variations exceeding 20 per cent	6.8 & 6.11: 6.8.2 and 6.8.3 6.11	Application of the Contract Price Adjustment Factor and Variation in cost of special materials Variations exceeding 15 per cent
1303	1300-2	12 & 45: 12 45	Commencement of Works and Commencement Date Extension of time for completion	5.3 & 5.12: 5.3 5.12	Commencement of the Works Extension of time for Practical Completion
1403 (c)(ii)	1400-4	40(1)	Valuation of variations	6.4.1	Valuation of variations
1505	1500-3	40: 40(1)		6.4: 6.4.1	
1517 Items: 15.08 15.09 15.11	1500-8	48: 48.1	Provisional Sums	6.6: 6.6.1	Provisional sums

COLTO Standard Specification		COLTO General Conditions of Contract 1998		SAICE General Conditions of Contract for Construction Works 3 <sup>rd</sup> Edition 2015	
Clause No.	Page No.	Clause No.	Description or Reference	Clause No.	Description or Reference
3108 Note (2)	3100-4	40: 40(1)	Valuation of variations	6.4: 6.4.1	Valuation of variations
3204 (b)(iii)	3200-2	40: 40(1)	Valuation of variations	6.4: 6.4.1	Valuation of variations
3303(b)	3300-2	2	Engineer and Engineer's Representative	3.	Employer's Agent
5803(c)	5800-3	40: 40(1)	Valuation of variations	6.4: 6.4.1	Valuation of variations
5805(d)	5800-4	40: 40(1)	Valuation of variations	6.4: 6.4.1	Valuation of variations
5809 Item 58.10	5800-10	48: 48.1	Provisional Sums	6.6: 6.6.1	Provisional sums
8103(c)	8100-1	40: 40(1)	Valuation of variations	6.4: 6.4.1	Valuation of variations
8117 Item 81.03	8100-26	22	Clearance of Site on completion	5.15	Clearance of Site

## **SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS**

### **B1200 COMMUNITY PARTICIPATION**

A Project Liaison Committee (PLC) is a vital means of communication between all parties involved with the project. The PLC comprises representatives of the Employer, the Employer's Agent and formal structures within the Community. Were one is not available, this role shall be played by the existing ward committee members, or any other members as deemed fit by the client. The Contractor shall make use of these communication channels, and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PLC, and this representative shall also attend the monthly PLC meetings when so requested.

#### **Purpose:**

In order to give effect to the need for participation and transparency in the process of appointing labour, the community should participate in the decision making process throughout the life of a project. This shall be achieved through structured engagement between those responsible for the delivery of the project and the community.

#### **Structure and Composition:**

A Project Liaison Committee (PLC) may be formed from representatives of the Employer, the Engineer, the Contractor and the Community if the project is such that a specific community can be identified.

#### **Procedures:**

- The PLC deals with labour and SMME involvement on the project and shall meet at least once every month until such time as it is of the opinion that it could fulfil its tasks by meeting less frequently.
- The PLC shall make recommendations by consensus. If consensus cannot be reached, the decision of the Employer will be final in cases that have no financial implications for the Contractor or where payment is to be made from PC items. Where the financial responsibility for the successful completion of the works rests with the Contractor, the Contractor's decision shall be final. In fulfilling its tasks, the PLC shall be guided by the relevant sections of this specification and the supplementary documents.

#### **Tasks of the PLC**

- To assist with community liaison and resolution of disputes.
- To devise fair and transparent procedures that will assist the Contractor in the engagement of labour and the award of sub-contracts to SMME's.
- To advise on and monitor labour issues.
- To assist in resolving labour disputes.

#### **Assistance to the PLC**

- The Employer may appoint a competent local person as a Community Liaison Officer to assist the Engineer and the Contractor in the day to day liaison with the communities directly affected by the project.

### **B1200(e) COMMUNITY LIAISON OFFICER (CLO)**

The contractor or his appointed agent will appoint a Community Liaison Officer (CLO) after consultation with the local communities, the engineer and the employer. The contractor shall direct all his liaison efforts with the local communities through the appointed officer. The contractor shall, however, accept the appointed as part of his management personnel.

#### **(a) Duties of the Community Liaison Officer**

The Community Liaison Officer's duties will be:

- (i) To be available on site daily between the hours of 07h30 and 16h30 and at other time as the need arises. His normal working day will extend from 07h30 morning until 16h30 in the afternoon.
- (ii) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.

- (iii) To communicate daily with the contractor and the engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- (iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk".
- (v) To attend all meetings in which the community and/or labour are present or are required to be represented.
- (vi) To assist in the identification, and screening of labourers from the community in accordance with the contractor's requirements.
- (vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- (viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- (ix) To keep a daily written record of his interviews and community liaison.
- (x) To attend monthly site meetings to report on labour and RDP matters.
- (xi) All such other duties as agreed upon between all parties concerned.
- (xii) To submit monthly returns regarding community liaison as illustrated in Part C of this document.

**(b) Payment for the community liaison officer**

A special pay item is incorporated in section 1200 of the bill of quantities relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required and not necessarily for the full duration of the contract. The remuneration of the CLO shall be determined by the Employer.

**(c) Period of employment of the community liaison officer**

The period of employment of the community liaison officer shall be as decided upon jointly by the contractor, engineer and employer.

**B1202 SERVICES**

*Add the following at the end of clause 1202:*

"A provisional sum is included in the Schedule of Quantities to cover the costs of relocating the known services. This provisional sum shall be used to effect payments for the services relocation work carried out by either the main contractor or subcontractor, in consultation with the Employer for this purpose."

**B1205 WORKMANSHIP AND QUALITY CONTROL**

*Add the following paragraph to the end of clause 1204:*

"Testing for quality control shall be conducted in accordance with the requirements of Section 8200 for Quality Control."

**B1206 THE SETTING-OUT OF WORK AND PROTECTION OF BEACONS**

*Delete the first paragraph of clause 1206 in its entirety and replace it with the following:*

"The Contractor shall comply with all legal provisions in regard to surveying and setting out work."

*Add the following paragraph to the end of clause 1206:*

"It may become necessary to construct, level and coordinate new survey beacons during the course of the contract, or to protect existing survey beacons. A provisional sum is included in the Schedule of Quantities to cover the costs of such work."

**B1209 PAYMENT**

**(a) Contract rates**

*Add the following new paragraph at the end of subclause 1209(a):*

"All rates tendered are to be exclusive of VAT."

## B1215

## EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Extension of time resulting from abnormal rainfall shall be calculated according to the requirements of Method (ii) (Critical-path method).

### Method (ii) (Critical-path method)

*Delete the words "(based on a five-day working week)" in the fifth and sixth lines of the second paragraph of Method (ii).*

*Add the following to the end of Method (ii):*

"The value of "n" working days expected delay caused by normal rainy weather as referred to in Method (ii) shall be as given in Table B1215 below for each respective calendar month of any year:

**TABLE B1215**

Month	Expected delay of "n" working days due to normal rainy weather	Month	Expected delay of "n" working days due to normal rainy weather
January***	5	July	1
February	4	August	1
March	4	September	2
April	3	October	3
May	2	November	4
June	1	December***	5

\*\*\* Includes the whole month of December / January.

Each "n"-value in Table B1215 applies only to the calendar month immediately to the left of the number, and the "n"-values as specified shall not be taken as being carried forward so as to accumulate over the contract period. If no abnormal rainfall occurs during a particular calendar month in a particular year, then no extension of time for abnormal rainfall shall be granted with respect to that calendar month for that year, and no further consideration shall be given to that "n"-value in respect of that year.

Similarly, if the "n" working days expected delay caused by normal rainy weather during a particular calendar month in a particular year (for which the Contractor shall have made provision in his programme of work in accordance with Method (ii)) are not taken up (either in whole or in part) by standing time due to normal rainy weather during that month of that year, then no further consideration shall be given to those "n" working days (or portion thereof), which effectively have been gained, when any subsequent extension of time claims which may arise later during the contract period are assessed by the Employer's Agent."

*Add the following paragraph to the end of clause 1219:*

"The Contractor shall arrange for chemical tests to be carried out to confirm the suitability of his proposed water sources for use as drinking water and for use in the concrete construction. The Contractor shall ensure that these tests also include testing for salinity and sugar content levels.

The Contractor shall note that the necessary permission must be obtained from the Department of Water Affairs for the abstraction of water from streams and rivers."

#### **B1229 SABS CEMENT SPECIFICATIONS**

*Add the following paragraphs to the end of clause 1229:*

"All cement used on this contract shall comply with SANS 50197-1: Cement Part 1: Composition, specifications and conformity criteria for common cements.

Where reference is made in these Project Specifications or in the COLTO Standard Specifications to the former SABS cement specifications (e.g., SABS 471, SABS 626, SABS 831, SABS 1491), such reference shall be replaced with the new specification:

- SANS 50197-1: Cement Part 1: Composition, specifications and conformity criteria for common cements.

The blending of cements on site shall not be permitted."

*Add the following new clauses at the end of Section 1200:*

#### **B1230 UNEMPLOYMENT INSURANCE FUND**

The contractor will be responsible for payment or contribution of UIF for all labour employed under the project. Proof of payment of UIF shall be available upon request.

#### **B1231 COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993**

All labour employed on the site shall be covered by the Compensation for Occupational Injuries and Diseases Act, 1993, as amended. The Contractor shall pay in full, including the payment of the necessary levies, such amounts as are due in terms of the Act. The manner in which compensation in terms of this Act shall be handled shall be resolved by the Contractor at the commencement of the contract.

#### **B1232 COMPLIANCE WITH THE ROAD TRAFFIC ACT**

When a service necessitates vehicles or plant travelling or working on a public road, the following shall apply:

- The vehicles and plant shall be licensed in terms of the National Road Traffic Act 1996 (Act No. 93 of 1996) as amended.
- Every driver and operator of a vehicle or an item of plant shall be in possession of a valid permit in respect of the class of vehicle or item of plant he / she is driving or operating.

The Contractor shall provide, erect and maintain sufficient road signs, barricades, fencing and guarding as may be necessary or required by the Employer's Agent or by any act, regulation or statutory authority in order to minimise the danger and inconvenience caused to vehicle and pedestrian traffic. The Contractor by accepting this contract shall be deemed to have indemnified the Employer and the Employer's Agent against any claims, damages and / or costs that may arise in this regard.

In addition to aspects of the design which are intended to avoid or reduce environmental impact, and in addition to normal good construction practice expected of the Contractor, the following requirements shall also be observed:

- (a) The Contractor shall comply with the requirements of Part C: Environmental Management Specification contained in section C3.3 Particular Specifications.
- (b) Clearing shall be limited to the road prism and, where applicable, to detours, which shall be sited in consultation with the Employer's Agent and the local communities.
- (c) No littering by construction workers shall be allowed. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the Employer's Agent.
- (d) Adequate provision shall be made for temporary toilet requirements in construction areas. Use of the veld for this purpose shall not be allowed under any circumstances.
- (e) 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 bituminous products. In the event of spillage, prompt action shall be taken to clear the affected area. Emergency measures in the event of spillage shall be set out and the responsible person shall be made aware of the required action. The construction of temporary and / or permanent dams shall be done with the necessary approvals from the Department of Water Affairs and Forestry and the Department of Environmental Affairs and Tourism.
- (f) Bituminous and / or other hazardous products shall not be spoiled on site and shall only be disposed of at licensed authorised disposal facilities.
- (g) Provision shall be made to prevent excessive erosion and siltation throughout the contract and in particular on adjacent land. Should excessive erosion and / or siltation take place outside the road reserve as a direct result of the Contractor's construction activities, the Contractor shall be responsible for making good the erosion / siltation to the satisfaction of the landowner and the Employer's Agent.
- (h) Invader species of plants shall be controlled.
- (i) Dust and noise pollution shall be restricted to acceptable levels.

No separate payment shall be made for observing these requirements as such payment shall be deemed to be included in the amount tendered for item B13.01(c) (The contractor's general obligations: Time-related obligations). Any avoidable non-compliance with these requirements shall be considered sufficient grounds for withholding payment of part or all of the amounts to be paid for the above item in order to pay for the repairs to any damages.

#### **B1234 MEASUREMENT AND PAYMENT**

Expenditure under the items scheduled in B1200 (c) to (f) shall be made in accordance with clause 6.6 of the General Conditions of Contract 2015.

The tendered percentage is a percentage of the amount of expenditure approved by the Employer's Agent under the respective subitems in B1200 (c) to (f) and shall include full compensation for the handling costs of the Contractor and the profit in connection with the said works.

## **OBLIGATIONS**

### **B1301 GENERAL REQUIREMENTS**

#### **(c) Legal and contractual requirements and responsibility to the public**

*Add the following new paragraphs to the end of subclause 1302(c):*

"Legislation imposes mutual obligations on the Employer and Contractor in the performance of their duties to society and to the built and natural environment. To assist the Contractor in understanding and assessing his obligations, and thus to make allowances for the cost of compliance with this legislation, Parts C, E, F and G are included in section C3.3 Particular Specifications in the project specifications.

The Contractor's general obligations shall also include the training of temporary labour, the management of labour enhanced work, the application of the Compensation for Occupational Injuries and Diseases Act, 1993, and compliance with the requirements of Part C: Environmental Management Specification, Part E: OHSA 1993 Health and Safety Specification, Part F: Requirements of the Expanded Public Works Programme (EPWP) and Part G: Small Contractor Development contained in section C3.3 Particular Specifications.

Part C: Environmental Management Specification contains the environmental management specification for this project. Its provisions regulate the Contractor's construction methods so as to ensure responsible conduct with respect to the environment and responsible treatment of the environment relevant to the project. No separate payment mechanism has been made available for the Contractor to allow for his compliance with the environmental management specification. The Contractor shall therefore include for such costs in the existing pay item B13.01 in section 1300.

Part E: OHSA 1993 Health and Safety Specification contains the specifications that regulate the Contractor's construction methods so as to ensure the health and safety of his employees and the public. A new pay item B13.02 is included in section 1300 to allow the Contractor to make separate provision for the cost of health and safety obligations during the construction process.

Part F: Requirements of the Expanded Public Works Programme (EPWP) contains requirements for employment and training in terms of the National Youth Service programme (where applicable – refer to Part F). Various pay items related to these requirements are included in Part F. However, to the extent that any costs relating to the requirements of Part F are not covered by the pay items in that section, the Contractor shall include for such costs in the existing pay item B13.01 in section 1300.

Part G: Small Contractor Development contains provisions that regulate the Contractor's construction processes for compliance with Government's initiatives towards broad-based black economic empowerment. Various pay items related to these requirements are included in Part G. However, to the extent that any costs relating to the requirements of Part G are not covered by the pay items in that section, the Contractor shall include for such costs in the existing pay item B13.01 in section 1300. The Contractor shall note that non-compliance with the provisions of Part G may lead to the imposition of penalties as described in clause G1003(d)."

### **B1303 PAYMENT**

*Add the following at the start of clause 1303:*

"All references in clause 1303 to the final value of the work increasing or decreasing by "twenty (20) per cent" in terms of the COLTO Standard Specification shall be read as increasing or decreasing by "fifteen (15) per cent" in terms of the General Conditions of Contract 2015.

Separate provision has been made in the Schedule of Quantities for the pricing of the Contractor's "General Item" obligations with regard to Health and Safety."

Refer to the second sentence of the fourth last paragraph of clause 1303, page 1300-2 of the COLTO Standard Specifications and delete the words "from the date on which the Contractor has received the letter of acceptance in terms of clause 12 of the general conditions of contract," and replace these words with the following:

"from the Commencement Date in terms of clause 5.2.1 of the General Conditions of Contract 2015.". Add the following at the end of clause 1303:

"The amount payable to the Contractor for time-related general obligations arising from extensions of time granted in accordance with Clause 5.12.1 and 5.12.2 of the GCC 2015, shall be calculated as follows:

(i) The Contractor shall apply for the extension of time in terms of the number of days' delay incurred calculated in accordance with clause 5.1 of the GCC 2015.

(ii) The number of days' extension of time calculated in accordance with clause 5.1 of the GCC 2015, finally granted shall then be added to the Due Completion Date of the contract by the Employer's Agent, commencing on the first working day after the day of the original Due Completion Date. Non-working days and special non-working days as defined in the contract data shall not be counted as working days in calculating the extended completion date.

(iii) The number of calendar days extension of time granted from the original completion date to the extended completion date as calculated in (ii) above shall then be calculated, commencing on the first calendar day after the day of the original completion date.

The following formula shall then be used to calculate the number of months' extension of time granted:

No. of months' extension of time granted

$$= [(No. of calendar days' extension of time granted / 365)] \times 12$$

(iv) The number of months' extension of time granted calculated as in (iii) above shall be the number of additional months measured for payment for time-related general obligations under item B13.01(c) and in accordance with clause 5.12.3 as a result of the extensions of time granted.

Note: The number of months extension of time granted calculated as in (iii) above shall also be included in the measurement of any other items scheduled under Sections 1300, 1400, 1500 or elsewhere in the Schedule of Quantities that involve the unit of measurement "month" and that were provided on site for the full duration of the extended period. Where such items were provided for a portion of the extended period only, a pro rata payment shall be made, based on the number of calendar days the item was provided on site after the original completion date divided by the number of calendar days as calculated in (iii) above for the extension of time granted."

**Item**                    **Unit**

**B13.01**                    **The contractor's general obligations:**

Add the following before the start of the first paragraph of item 13.01:

"Subitems B13.01(a), (b) and (c) are "General Items" as defined in clause 1.1.1.21 of GCC 2015."

After the end of subsubclause (iii) in the fourth paragraph of item 13.01, add the following new sub subclauses which further define the contractor's general obligations:

"(iv) Complying with the requirements and conditions of the additional specifications in Part C: Environmental Management Specification.

(v) Complying with the requirements and conditions of the additional specifications in Part F: Requirements of the Expanded Public Works Programme (EPWP) to the extent that any costs relating to the requirements of Part F are not covered by the pay items included in that section.

(vi) Complying with the requirements and conditions of the additional specifications in Part G: Small Contractor Development relating to the Government's broad-based black economic empowerment initiatives to the extent that any costs relating to the requirements of Part G are not covered by the pay items included in that section."

*Add the following new payment items at the end of clause 1303:*

<b>Item</b>	<b>Unit</b>
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**B13.02 Health and Safety obligations:**

(a) Fixed obligations for the preparation of risk assessments, safe work procedures, the project Health & Safety file, the Health & Safety plan and any other Health & Safety matters that the Contractor deems necessary lump sum (Sum)

(b) Fixed obligations for completing and checking the Project Health & Safety file and handing it over to the Employer on completion of the Works lump sum (Sum)

(c) Time-related obligations for updating and amending the risk assessments, the safe work procedures, the project Health & Safety file and the Health & Safety plan, and for full compliance with all Health & Safety matters during the construction of the Works under the contract month

Payment of the lump sums tendered under subitems B13.02(a) and (b) and the rate per month for subitem B13.02(c) shall, for the three subitems together, include full compensation for all the Contractor's costs in respect of compliance with the OHS Act and Construction Regulations.

Payment of each of the lump sums tendered under subitems B13.02(a) and (b) shall be made in three instalments as specified in the COLTO standard specifications for the payment of the lump sum tendered under subitem 13.01(a).

The tendered rate for subitem B13.02(c) shall be paid as specified in the COLTO standard specifications for the payment of the tendered rate for subitem 13.01(c).

**B13.03 Supply, transport to site and erection of the contract signboard**

<b>ITEM</b>	<b>UNIT</b>
B13.03 Supply, transport to site and erection of the contract signboard	
(a) Contract sign boards	No
(b) Information boards	No

The unit of measurement shall be the number of contract signboards erected as instructed by the Employer's Agent.

The tendered rate shall include full compensation for providing and erecting each contract signboard complete (refer to the typical signboard face detail shown in Section C4.2), including for timber poles and fixings, excavation and backfill, and for dismantling and removing the signboard structures and reinstating the signboard area on completion."

The Contractor will be required to erect a signboard displaying the EPWP logo, indicating that this project is part of the EPWP. All costs related to the provision, erection and subsequent removal of the signboard shall be refunded to the Contractor through the provisional sum included in the Schedule of Quantities for this purpose.

## **SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR THE EMPLOYER'S AGENT'S SITE PERSONNEL**

### **B1402 OFFICES AND LABORATORIES**

#### **(a) General**

*Add the following new paragraph at the end of this sub-clause:*

The offices and ablution shall, unless otherwise agreed, be erected in close proximity to the contractor's offices, and the entire area shall be fenced with security fencing and provided with a gate. The contractor shall take all reasonable precautions to prevent unauthorised entry to the Engineer's office and to ensure the general security of the offices.

*Add the following after the last paragraph:*

#### **(b) Offices**

*Add the following items to the list of equipment under Sub-clause 1403(a):*

(ixx) Provision of floodlights, which are to be controlled by a photocell for security purposes at the offices of the supervisory staff.

(xx) White boards (2 m x 1 m)

(xxi) Microwave (30 litre capacity)

### **B1404 SERVICES**

#### **(a) Water, electricity and gas**

*Add the following:*

"The power supply to the Engineer's office and laboratory shall be regulated by a suitable voltage regulator in order to maintain a constant current and voltage level at all times to prevent damage to the office equipment and related machinery during power surges. Payment for the voltage regulator shall be deemed to be included in the rates tendered for the supply of power. In the event of damage to the office and laboratory equipment and related machinery because of a faulty voltage regulator, the contractor shall be liable for payment of all repair or replacement costs of such damaged items."

### **B1406 MEASUREMENT AND PAYMENT**

*Additional payment items to cover the requirements of the project specifications are listed below.*

*Add the following new payment items:*

<u>ITEM</u>	<u>UNIT</u>
B14.03 Office and laboratory fittings, installations and equipment (a) Items measured by number	
(xx) White Boards (2m x 2m)	No
(ksi) Microwave oven (30 litres min. capacity)	No

<u>ITEM</u>	<u>UNIT</u>
-------------	-------------

B14.11 Sundries

(a)	Provisional sum for providing sundries as requested by the engineer.	Prov Sum
(b)	Handling costs and profit in respect of subitem B14.11(a) above	%

Expenditure under these items will be made in accordance with the General Conditions of Contract.

The tendered percentage is a percentage of the amount actually spent under Item B14.11(a), which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing sundries as requested by the engineer.

## SECTION 1500: ACCOMMODATION OF TRAFFIC

### B1501 SCOPE

*Add to Clause 1501 the following:*

The scope of this section shall also include the preparation and submission to the Engineer for approval of traffic management plans. The traffic management plans shall demonstrate how the Contractor intends accommodating and controlling traffic through the site. The plans must incorporate all the requirements of the specifications in respect of the accommodation of traffic, including the traffic control devices and the personnel involved. A traffic safety officer shall be specifically named in the Plan together with 24 hour contact details. Copies of the plans shall be made available to the Engineer, the Employer, Local Authorities, the Police and Emergency Services.

The accommodation of traffic shall generally be undertaken in the following manner:

- (a) Via gravel diversions, where practical in terms of space and the terrain.
- (b) By dealing with traffic under construction where no diversions are possible.
- (c) By diverting traffic along the existing road where the route is being realigned

*Add the following to the end of clause 1501:*

"Throughout the course of the contract the contractor shall ensure that the works do not prevent service owners or the employer's other contractors from gaining access through the site.

The contractor shall be required to accommodate traffic in the vicinity of the points at which he accesses the site from the existing road network. All movements of the contractor's plant to and from the existing access road at these intersections shall be strictly controlled by means of appropriate signage, delineators, stop / go facilities and flagmen."

### B1502 GENERAL REQUIREMENTS

- (a) Safety

*Add to Sub-clause 1502(a) the following:*

Information in respect of intersections, accesses, bus stops, traffic volumes, pedestrians etc is given in Part B of these Project Specifications.

- (b) Providing Temporary Deviations

*Add to Sub-clause 1502(b) the following:*

The contractor shall keep the provincial traffic police, the municipal traffic departments and the engineer fully informed with regard to any changes in the normal traffic flow and obtain their approval for these changes.

During the non-working hours, all unnecessary obstructions to the traffic shall be removed and all signs no longer applicable to the situation shall be removed or effectively covered.

It is a condition of this contract that not more than 10 km of deviation should be open to public traffic at any one time, and that not more than three separate deviations should be open at any one time. No additional payments will be made where situations arise that the contractor has deviations cross over the roadway under construction.

- (i) **Traffic Safety Officer**

*Add to Sub-clause 1502(i) the following:*

The Contractor shall submit a CV of the candidate to the Engineer for approval before the Traffic Safety Officer is appointed. The Traffic Safety Officer shall be made available to discuss road safety and traffic accommodation matters whenever required by the Engineer.

*Delete Sub-clause 1502(i), sub-sub-clauses (ii) and (iii) and replace with the following:*

(ii) Record on neat and dimensioned sketches and submit to the Engineer the position and sign reference number where applicable of each sign, barricade, delineator, cone, amber flicker light, guardrail and permanent or temporary painted road marking feature.

The position of each unit shall be adequately referenced to identifiable permanent features located along the site of the works.

These records shall also show the date and time at which the recorded traffic accommodation features are certified correct by the Traffic Safety Officer, and shall be signed by the Traffic Safety Officer before being submitted to the Engineer.

The records shall be amended whenever changes are made in the field and the revised detailed sketches shall be submitted to the Engineer. This shall include the recording of the position of flagmen and stop/go control men and their associated traffic accommodation equipment wherever they are used."

(iii) Personally inspect the position and condition of each traffic accommodation feature on the whole site of works twice each day by 9:30 and by 16:30, to record all irregularities discovered and the remedial action taken, and to sign off as correct and submit to the Engineer such record sheets by 10:00 and by 17:00 each day. The traffic Safety Officer shall keep a duplicate book for this specific purpose.

The Traffic Safety Officer shall also submit to the Engineer by 10:00 each morning, a record of all matters pertinent to site safety and traffic accommodation throughout the site of works the previous day. He shall also record the daily labour returns of flagmen, stop/go and traffic signal control men employed.

The traffic safety officer shall be equipped with a cellular telephone and shall have a vehicle and 2 labourers at his disposal 24 hours a day, including public holidays and the shutdown period as instructed by the engineer. He shall also be directly answerable to the Contractor's Site Agent. The Traffic Safety vehicle shall be a truck with a capacity of 1 ton and shall be equipped with a high visibility rear panel. The traffic Safety Officer shall have a direct line of communication at all times with the police and traffic officers responsible for the area within limits of the Contract.

*Add to Sub-clause 1502(i) the following new sub-sub-clauses:*

(ix) Ensure that all obstructions, soil and gravel heaps, related to the Contractors activities be removed before nightfall where applicable and as instructed by the Engineer and that the roads are safe for night traffic.

(x) The Traffic Safety Officer shall, in addition to the duties listed in Clause 1502 (i), also be responsible for removal of broken down vehicles off the roadway and implementing actions requested by the traffic authorities with regard to the work to be carried out, and shall be responsible for the erection and maintenance of all traffic signs necessary for the accommodation of traffic."

*Add the following new Sub-clauses to Clause 1502:*

**(j) Public traffic**

The contractor must plan and conduct his activities so as to bring about the least possible disruption to the traffic on the road. All halting of traffic will require the prior approval of the engineer and must be pre-arranged with the appropriate traffic authorities. In all dealings with the public the Contractor shall bear in mind the public's right to enjoy the use of the road, and the Employer's desire to interfere as little as possible with this right. At all points of contact with the public, the Contractor shall deal with deliberate courtesy and understanding in any discussions or disputes.

**(a) Failure to comply with provisions**

The failure or refusal of the Contractor to provide barricades or traffic signs at the proper time, or to take the necessary precautions for the safety and convenience of public traffic as specified or instructed by the Engineer, shall be sufficient cause for the suspension of all work under this Contract without any additional compensation to the Contractor until the required accommodation of traffic has been completed to the satisfaction of the Engineer. The above shall be sufficient cause for the Engineer to deduct penalties as follows:

- **A fixed penalty of R4 600,00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of Section 1500 of the standard specifications and section B1500 of the Project Specifications.**
- **In addition a time-related penalty of R500,00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after an instruction to this effect has been given by the Engineer. The Engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.**
- **Furthermore, failure to comply with the provisions of clause B1502(i) will also result in a pro-rata penalty to be deducted from payment item B15.14 by the engineer.**

The penalties shall be deducted from the payment certificate for the month in which the non-compliance occurs.

**(b) Access to work area**

Construction traffic will only be permitted to enter or leave the work area at points approved by the Engineer and as clearly indicated on the traffic management plans. When any access point is in use, flagmen shall be provided for each such point. At least two flagmen shall be stationed at the access point to control the movement of construction traffic, and to warn public traffic on both lanes of the existing road. It is not the purpose of these flagmen to stop public traffic flow.

**(c) Extension of time for completion**

Accommodation of public traffic on the works or any delays caused thereby, as well as any suspensions due to failure by the Contractor to comply with the provisions for the accommodation of traffic, will not be regarded as special circumstances for an extension of time.

**B1503 TEMPORARY TRAFFIC-CONTROL FACILITIES**

*Replace the first sentence of the first paragraph of clause 1503 with the following:*

"The contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, channelisation devices, barricades, warning devices and road markings (hereinafter referred to as traffic-control facilities) in accordance with these project specifications and as shown on the drawings and in the South African Road Traffic Signs Manual in conjunction with the latest edition of Road Signs Note No.13 - Roadworks, and shall remove them when no longer required.

The contractor shall replace at his own cost any traffic-control facilities that have been damaged, lost or stolen. The contractor shall also remove all bituminous or other foreign material from the traffic-control facilities to keep them clean and visible at all times. Traffic-control facilities that can no longer be cleaned effectively shall be replaced with new ones at the cost of the contractor."

*Replace the first sentence of the third paragraph of clause 1503 with the following:*

"The type of construction, spacing and placement of traffic-control facilities shall be in accordance with the latest edition of Road Signs Note No.13 - Roadworks, these project specifications, the drawings and the South African Road Traffic Signs Manual.

The details shown for spacing and placement of traffic-control facilities may, however, be revised at the discretion of the engineer where deemed necessary to accommodate local site geometry and traffic conditions."

**(a) Traffic-control devices**

*Add the following new paragraph after the end of the second paragraph of subclause 1503(a):*

"The reduction of the road width to a single lane carrying one-way traffic and controlled by "Stop / Go" boards shall be allowed only during daylight hours in clear weather conditions when work is actively taking place on the road, and such reduction of the road width shall always be accompanied by sufficient on-going watering to keep the dust down at all times on any trafficked gravel surfaces in order to maintain good visibility along the deviation. At least two lanes carrying two-way traffic shall be provided at all other times."

**(b) Road signs and barricades**

*Add the following to the end of subclause 1503(b):*

"The contractor shall be responsible for the protection and maintenance of all signs, and shall at his own cost replace any that have been damaged, lost or stolen.

The temporary road signs required for this contract shall generally be mounted on poles installed in the ground. Where temporary signs such as delineators are mounted on portable supports, the only permitted method of ballasting such sign supports shall consist of durable sandbags filled with sand of adequate mass to prevent the signs from being blown over by wind. The cost of the sandbags shall be included in the tendered rates for the applicable types of temporary road signs.

The traffic-control devices, temporary signs and devices required in the contract are those designated in Road Signs Note No.13 - Roadworks.

The covering of permanent road signs, if applicable, shall be carried out by utilising a hessian bag which shall be pulled over the sign in the form of a hood and fastened to the sign posts using wire ties. Plastic bags or other materials, and fastening by means of adhesive tape, shall not be permitted for this purpose. The cost of covering permanent road signs shall be deemed to be covered by the tendered rates for items B15.01.

No work may proceed on any section where accommodation of traffic is required until such time as the relevant requirements with regard to signposting are met and the written approval of the engineer has been obtained. The contractor shall keep sufficient surplus signs, delineators and barricades on the site to allow for the replacement of damaged or missing items immediately upon discovery, or within three hours of instructions to such effect having been given by the engineer. Delineators shall be of the flexible plastic / rubber reversible variety and not of the rigid metal variety."

**(c) Channelization devices and barricades**

*Add the following paragraphs at the end of subclause 1503(c):*

"Delineators shall be manufactured from plastic / rubber materials and shall be adequately ballasted with sand bags to prevent the signs from being blown over by wind or wind turbulence from moving traffic.

Traffic cones shall be manufactured from fluorescent orange or red plastic material, and shall be used only at short term lane deviations during daylight hours. All traffic cones used on deviations shall be 750mm high. Lane closures which continue into the night time shall be demarcated by delineators only.

The use of steel drums as channelization devices shall not be allowed on this Contract. Channelization shall be effected by the use of delineators or cones as detailed in Road Signs Note No. 13 - Roadworks."

**(e) Warning devices**

*Add the following to subclause 1503(e):*

"All construction vehicles and plant used on the works shall be equipped with 200mm diameter rotating amber flashing lights and with "Construction Vehicle" warning signs. All vehicles and plant shall obtain a clearance permit from the engineer before being allowed onto the site.

Rotating lights shall have an amber lens of minimum height of 200mm and shall be mounted to ensure clear visibility from all directions. The lights on construction vehicles shall be switched on as the vehicles decelerate to enter a construction area, while construction vehicles are operating within the accommodation of traffic area, and as the vehicles accelerate to the general speed when entering the road from a construction area. Lights on plant shall operate continuously while the plant is working alongside sections of road open to public traffic.

All LDVs and cars operating on site shall also be equipped with rotating amber flashing lights which shall be placed so as to be clearly visible and shall be operated continuously while the vehicles are manoeuvring in or out of traffic or while the vehicles are travelling alongside or parked alongside roads open to public traffic.

Rotating lights and the "Construction Vehicle" warning signs on the contractor's vehicles and plant shall not be paid for separately but shall be included in the rates covering the use of the vehicles.

The contractor shall apply and maintain to the approval of the engineer such rotating amber lights and warning signs, together with any temporary mounting brackets. Vehicles and plant that do not comply with these requirements shall be removed from the site."

*Add the following new subclauses to clause 1503:*

**(g) Other signs and facilities**

The engineer may instruct the contractor to provide any other road sign, reflective tape, etc. not measured in the standard pay items. Such other road signs, reflective tape, etc. shall conform to the requirements of the South African Road Traffic Signs Manual and any other specification provided by the engineer.

The Contractor shall inform the general public of the intended road works, construction period and accommodation of traffic proposal through press releases in local and provincial newspapers. Cones shall be manufactured and positioned in accordance with the details specified on the drawings. All traffic cones and road signs shall be kept clean and visible at all times. All bituminous or other foreign material shall be removed by the Contractor, or the dirty traffic cones and road signs shall be replaced with new ones at the cost of the Contractor, as directed by and to the satisfaction of the Engineer.

**(h) High visibility safety vests**

The contractor shall ensure that all his own personnel, excluding those who are permanently office bound, all other construction workers on the site, staff of the engineer and visitors are equipped with high visibility reflective safety vests. High visibility reflective safety vests shall be worn at all times when working on or near to the travelled way. High visibility reflective safety vests shall be kept in good condition and any such safety vests that are, in the opinion of the engineer, ineffective shall be replaced immediately by the contractor.

## **B1505 TEMPORARY DRAINAGE WORKS**

*Replace the following:*

"Clauses 40 and 53" with "Clause 6.4 and 6.5"

**B1511 MAINTENANCE OF GRAVEL TEMPORARY DEVIATIONS AND EXISTING GRAVEL ROADS  
USED AS TEMPORARY DEVIATIONS**

*Add to Clause 1511 the following:*

Where applicable, all references to gravel roads and/or diversions shall also include gravel shoulders used as diversions.

## B1517 MEASUREMENT AND PAYMENT

*Amend the following payment item:*

<u>ITEM</u>	<u>UNIT</u>
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B15.01 Accommodating traffic and maintaining temporary deviations.

km

*Delete the second sentence of the second paragraph.*

The rest of the second paragraph of Payment Item 15.01 shall apply.

*Delete the third paragraph and replace with:*

The tendered rate shall also include for the preparation of traffic management plans and their submission to the Engineer for approval before the commencement of any construction works. The tendered rate shall also include for all costs associated with constructing the road under traffic and for complying with the restricted working.

<u>ITEM</u>	<u>UNIT</u>
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B15.03 Temporary traffic-control facilities:

(a) Flagmen man-day

*Add the following:*

1) Competent staff must be used for controlling traffic, as their actions can affect the safety of both the road users and road workers.

2) Local labour shall be trained during traffic accommodation workshops prior to works being carried out.

*Add the following new payment items:*

<u>ITEM</u>	<u>UNIT</u>
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B15.12 Temporary culverts:

(a) Provision and laying of temporary and prefabricated culverts complete m (1200mm dia. Spigot and Socket, Class 100D on class C bedding)

(b) Eventual removal of prefabricated culverts m

*Add the following to the end of the first paragraph:*

The tendered rate shall also include for the removal of the temporary detour, including all associated earthworks and the rehabilitation of the river channel. Payment shall be regarded as included in the rates tendered for the applicable items for the above-mentioned work.

<u>ITEM</u>	<u>UNIT</u>
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B15.15 Penalties:

(a) (i) Fixed penalty for noncompliance of traffic safety No requirements per occurrence

(b) (ii) Time related penalty for B15.15 (a)(i) above Hour

A fixed penalty deduction of R 4600,00 per occurrence shall be applied in terms of subitem B15.15 (a)(i) for every occurrence of non-compliance with any of the requirements of Section 1500 of the standard specifications and section B1500 of the project specifications.

In addition to the fixed penalty deduction in item B15.15 (a)(i), a time related penalty deduction of R 500,00 per hour shall be applied in terms of subitem B15.15 (b)(ii) for non-compliance in rectifying any defects in the accommodation of traffic within the allowable time after an instruction to this effect was given by the engineer. The engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the contractor fail to comply with this instruction within the allowable time, the time-related penalty shall be applied from the time the instruction was given.

## SECTION 1600: OVERHAUL

### B1602 DEFINITIONS

#### (a) Overhaul material

*Add the following to the end of subclause 1602(a):*

"Overhaul shall not be measured separately for payment for materials obtained from commercial sources, and the rates tendered for such materials shall be fully inclusive of all haul required."

#### (b) Overhaul

*Delete the first two paragraphs of subclause 1602(b) and replace them with the following:*

"Restricted overhaul shall not apply to fill material from cut and borrow and to spoil material from excavations when hauled in excess of a free-haul distance of 0,5 km in respect of haul up to and including 1,0 km, and no measurement and payment for restricted overhaul shall be made under any item in respect of material hauled between or over these distances.

Ordinary overhaul only shall apply in respect of haul in excess of 10 km."

*Delete the final paragraph of subclause 1602(b) since restricted overhaul shall not apply to the work required under this contract.*

#### (d) Free-haul distance

*Delete the second sentence of subclause 1602(d) and replace it with the following:*

"This distance shall be 10 km in the case of all overhaul materials."

### B1603 MEASUREMENT AND PAYMENT

*Delete item 16.01 since restricted overhaul shall not apply to the work required under this contract.*

*Refer to the Note immediately below the description of the unit of measurement for item 16.02. Delete the first paragraph of this note since restricted overhaul shall not apply to the work required under this contract.*

<u>ITEM</u>		<u>UNIT</u>
B16.02	Overhaul on material hauled in excess of 10 km (ordinary overhaul)	m <sup>3</sup> km

Delete the first paragraph of the first set of notes.

## **SECTION 1700: CLEARING AND GRUBBING**

### **B1704 MEASUREMENT AND PAYMENT**

*Add to Payment Item 17.01 the following*

<b><u>ITEM</u></b>	<b><u>UNIT</u></b>
B17.01 Clearing and grubbing	ha

The tendered rate shall also include full compensation for removal of existing fences, pipe culvert inlet and outlet structures and kilometre marker posts as instructed by the engineer. Clearing and grubbing for the construction of camp sites shall not be measured separately. Payment shall be regarded as included in the rates tendered for the applicable items for the above-mentioned work.

Within the road reserves clearing and grubbing will only be measured and paid for where required for road works. All topsoil removed in this process must be stockpiled in heaps not exceeding 1 m height for later use during rehabilitation and landscaping.

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- 1) Bush clearing: Medium to Dense Bush
- 2) Grass clearing: Removal of vegetation to ground surface
- 3) Destumping: Removal of stumps and major roots.
- 4) Grubbing: Root removal to 250 mm depth in soft loamy soil.

## SECTION 2100: DRAINS

### B2107 MEASUREMENT AND PAYMENT

*Add the following new Clause after the last paragraph of item 21.01:*

<u>ITEM</u>		<u>UNIT</u>
B21.01	Excavation for open drains:	
(a)	Excavating soft material situated within the following depth ranges below the surface level:	
(i)	0 m up to 1,5 m	$m^3$
(b)	Extra over subitem 21.01(a) for excavation in hard material, irrespective of depth	$m^3$

*Add the following sentence to the end of paragraph two.*

Local labour shall be utilised in the excavation of the soft material to the required lines, levels and grades using hand held tools only up to a depth of 1,5 m.

*Add the following new Clause after the last paragraph of item 21.02:*

<u>ITEM</u>		<u>UNIT</u>
B21.02	Clearing and shaping existing open drains	$m^3$

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- a) Excavating the material;
- b) Protecting the existing drainage structures;
- c) Trimming the floors and sides of the open drains and
- d) Disposing of material

<u>ITEM</u>		<u>UNIT</u>
B21.03	Excavating for subsoil drainage systems:	
(a)	Excavating soft material situated within the following depth ranges below the surface level:	
(i)	0 m and up to 1,5 m	$m^3$
(ii)	Exceeding 1,5 m and up to 3,0 m	$m^3$
(b)	Extra over subitem 21.03(a) for excavation in hard material irrespective of depth	$m^3$

*Add the following sentence to the end of paragraph two.*

Local labour shall be utilised in the excavation of the soft material to the required lines, levels and grades using hand held tools only up to a depth of 1,5 m.

*Add the following new Clause after the last paragraph of item 21.19:*

<u>ITEM</u>	<u>UNIT</u>
B21.19 Selected backfill material under concrete lined side drains compacted to 93% of modified AASTHO density	m <sup>3</sup>

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

## SECTION 2200: PREFABRICATED CULVERTS

### B2204 CONSTRUCTION METHODS

*Add to Clause 2204 the following:*

Generally, prefabricated stormwater drainage pipes and rectangular culverts will be installed using the 'trench method'.

*Add the following:*

"in all cases where soft founding materials is classified as suitable for culvert beddings construction, the in-situ material shall be ripped, moistened and compacted to 90 & to 93% modified aashto density. The depth of preparation and compaction of founding material shall be indicated on drawings as specified by the engineer. Allowance for measurement and payment for this work is made in the bill of quantities under this section"

#### HAND EXCAVATEABLE MATERIAL

Hand excavatable material is material:

- a. granular materials:
  - i. whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
  - ii. where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100 mm.
- b. cohesive materials:
  - i. whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
  - ii. where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;
- iii. Note:
  - 1) A boulder is material with a particle size greater than 200mm, a cobble and gravel is material between 60 and 200mm; and
  - 2) A dynamic cone penetrometer is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

#### Trench excavation

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

#### Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers;

- a) to 90% Mod AASHTO;
- b) such that in excess of 5 blows of a dynamic come penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders; or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

## B2210 LAYING AND BEDDING OF PREFABRICATED CULVERTS

### (f) General

*Add to Sub-clause 2210(f) the following:*

Pipe culverts have been designed to the positions, lengths and elevations shown on the drawings. However, site conditions may dictate that changes are necessary. Any such changes will be agreed with the Engineer and recorded in writing.

## B2211 BACKFILLING OF PREFABRICATED CULVERTS

*Add to the fourth paragraph of Clause 2211 the following:*

Where backfilling is done in the upper layers of the road formation, the quality and strength of the backfill material shall at least match that of the surrounding layers.

## B2218 MEASUREMENT AND PAYMENT

*Amend the following payment items:*

<u>ITEM</u>		<u>UNIT</u>
B22.01	Excavation:	
(a)	Excavating soft material situated within the following depth ranges below the surface level:	
(i)	0 m up to 1,5 m	$m^3$
(ii)	Exceeding 1,5 m and up to 3,0 m	$m^3$
(b)	Extra over subitem 22.01(a) for excavation in hard material, irrespective of depth	$m^3$

*Add the following sentence to the end of paragraph seven.*

Local labour shall be utilised for the excavation of soft material, only up to a depth of 1,5m, and the disposal of excavated material unsuitable for backfilling.

*Add the following new Clause after the last paragraph of item 22.02:*

<u>ITEM</u>		<u>UNIT</u>
B22.02	Backfilling:	
(a)	Using the excavated material	$m^3$

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- a) Backfilling under, alongside and covering of the conduits;
- b) Watering and
- c) Compacting the backfilling materials to the specified density

*Add the following new Clause after the last paragraph of item 22.10:*

*Add the following new Clause after the last paragraph of item 22.17:*

<u>ITEM</u>		<u>UNIT</u>
B22.17	Manholes, catchpits, precast inlet and outlet structures complete:	
(a)	Manholes (for grid inlets) – SD 0602/B	
(i)	1,0 m to 1,5 m deep	No
(ii)	1,5 m to 2,0 m deep	No
(iii)	2,0 m to 2,5 m deep	No
(b)	Catchpits – SD 0703/A	
(1)	Brick Manholes for drainage: constructed on all pipes up to 750mm diam.	
(i)	1,0 m to 1,5m deep: Type S1	No
(ii)	1,5 m to 2,0 m deep: Type S1	No
(2)	Brick Manholes for drainage: constructed on 750mm dia. pipes	
(i)	1, 0 m to 1,5 m deep	No
(ii)	1,5 m to 2,0 m deep:	No

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- a) Laying of brickwork and
- b) Plastering and benching

*Add the following new Clause after the last paragraph of item 22.18:*

<u>ITEM</u>		<u>UNIT</u>
B22.18	Brickwork:	$m^2$
(a)	230 mm thick	

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- (a) Laying of brickwork for headwalls

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

### **B2304 CONSTRUCTION**

#### **(b) Prefabricated concrete kerbing and channelling**

*Add to Sub-clause 2304(b) the following:*

Kerbing of radius 1m and less shall be cast in situ in accordance with sub-clause 2304(e) and as shown on the drawings.

All precast kerbs shall be provided with continuous in-situ concrete backing (haunching), the cost of which shall be included in the tendered rate.

Dimensions of the triangular-shaped (in cross-section) haunching shall be calculated as follows:

If the difference in levels between the top of the kerb and the sub-base on which the kerb is laid is (h), then the height of the haunch is  $2/3h$  and the width of the haunch is h.

*Add the following new Sub-clauses to Clause 2304:*

#### **(l) Shrinkage joints for cast in-situ concrete work.**

Unless shown otherwise on the drawings, cast in situ channels shall be provided with shrinkage joints spaced a maximum of 2m apart. Shrinkage joints shall be constructed so that shrinkage cracks are generated at the joints. Sections of channel which have cracked between shrinkage joints shall be removed and replaced by the contractor at his own cost.

#### **(m) Formwork and finish**

All visible edges of cast in-situ channels shall be rounded with a rounding tool.

### **B2307 MEASUREMENT AND PAYMENT**

*Add the following new Clause after the last paragraph of item 23.05:*

<u>ITEM</u>	<u>UNIT</u>
B23.05 Inlet, outlet, transition and similar structures (typical designs):	
(a) 500mm wide combined precast kerb to SABS 927 (Figure 6) and cast in situ channel (Refer to SD 0701/A)	m
(b) Pipe to open chute including splash walls with 1m transition channels and erosion protection as shown in SD 0704	No
(c) 1000 V-Drain Outlet chute including 5m transition, 2m straight channel and stone pitching erosion protection (As shown on Drawing SD 0603/A and SD 0603/2)	No

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- a) Placing formwork;
- b) Excavating, trimming and backfilling; and
- c) Mixing and placing concrete

*Add the following new Clause after the last paragraph of item 23.07:*

<u>ITEM</u>	<u>UNIT</u>
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B23.07 Trimming of excavations for concrete-lined open drains:

(a) In soft material	$\text{m}^2$
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A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- (a) Preparing the areas for placing concrete

*Add the following new Clause after the last paragraph of item 23.08:*

<u>ITEM</u>	<u>UNIT</u>
-------------	-------------

B23.08 Concrete lining for open drains:

(a) Cast in situ concrete lining (Class 20/19 for open drains)	$\text{m}^3$
--	--------------

(b) Class U2 surface finish to cast in situ concrete (Open Drains)	$\text{m}^2$
--	--------------

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- a) Erecting and removing the formwork;
- b) Constructing the forms; and
- c) Mixing, transporting, placing and compacting concrete

*Add the following new Clause after the last paragraph of item 23.08:*

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- a) Erecting and removing the formwork;
- b) Constructing the forms; and
- c) Mixing, transporting, placing and compacting concrete

*Add the following new Clause after the last paragraph of item 23.09:*

<u>ITEM</u>		<u>UNIT</u>
B23.09	Formwork to cast in situ concrete lining for open drains (class F2 surface finish):	
(a)	To sides with formwork on the internal face only	$\text{m}^2$
(b)	To ends of slabs	$\text{m}^2$

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- a) Erecting and removing the formwork;
- b) Constructing the forms; and
- c) Mixing, transporting, placing and compacting concrete

*Add the following new Clause after the last paragraph of item 23.10:*

<u>ITEM</u>		<u>UNIT</u>
B23.10	Sealed joints in concrete linings of open drains(Polysulphide sealant):	$\text{m}$

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- (a) Sealing the joints

*Add the following new Clause after the last paragraph of item 23.12:*

<u>ITEM</u>		<u>UNIT</u>
B23.12	Steel reinforcement:	
(a)	High-tensile steel bars	$\text{t}$
(b)	Welded steel fabric	$\text{kg}$

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- a) Cutting, bending;
- b) Welding and
- c) Placing and fixing the steel reinforcement

## **SECTION 3300: MASS EARTHWORKS**

### **B3301 SCOPE**

*Add to Clause 3301 the following:*

The Contractor should note the restricted nature of the earthworks in general, and where the widening of existing cuts and fills are required in particular. No extra over rates for widening of cuts, widening of fills or for working in restricted areas shall be applicable to this Contract.

The contractor should note that there is a finished gravel road surface on the existing residential roads. These layers will have to be boxed out and stockpiled as directed by the Engineer on site.

### **B3303 CLASSIFICATION OF CUT AND BORROW**

#### **(a) Classes of excavation**

*Add to Sub-clause 3303(a) the following:*

Cut material for fills will, apart from natural in-situ material, also consist of existing fill and pavement layers from the existing road. Excavation from existing fill and pavement layers varies in depth, but no distinction is made between this excavation and excavation in other materials, except for classification as soft, intermediate and hard materials.

Payment items 33.14 and 33.15 will not apply on this Contract.

### **B3306 CUT AND BORROW**

#### **(a) Dimensions of Cuts**

*Delete the third paragraph from Clause 3306(a), apart from the first sentence thereof.*

*Add the following:*

Cut and borrow to fill will be measured under Item 33.01. The Contractor shall take note of the nature of the earthworks alongside the existing road. No extra over payments will be made in respect of the nature of the site or due to the dimensions of a particular cutting.

### **B3312 MEASUREMENT AND PAYMENT**

#### **General directions**

*Delete Note (3) Work in Restricted Areas and replace with the following:*

On this Contract, no extra over payment will be made due to the nature of the site or the size of the work area available. All costs associated with carrying out the works are deemed to be included in the tendered rates for the items in the Schedule of Quantities.

*Amend the payment items under Clause 3312 as follows:*

**B33.01** In the description of Item 33.01, delete "free-haul up to 0.5 km" and replace with "free-haul up to 10.0 km."

In the fifth paragraph, referring to the tendered rates, delete the words "free-haul distance of 0.5 km" and replace with "free-haul distance of 10.0 km."

Also in the fifth paragraph, after the words "the cutting of benches" insert the words "including benches in existing fill slopes to be widened."

**B33.04** In the description of Item 33.04, delete "free-haul up to 0.5 km" and replace with "free-haul up to 10.0 km."

In the fourth paragraph delete "free-haul distance of 0.5 km" and replace with "free-haul distance of 10.0 km."

**B33.07** Ditto above.

**B3406                    QUALITY OF MATERIALS AND WORKMANSHIP**

*Add to Clause 3406 the following:*

Test results and re-measurements shall be assessed in accordance with the provisions of Section 8200: Quality Control (Scheme 1), Judgement Plan B of the Standard Specifications, as amended in these project specifications.

**B3407                    MEASUREMENT AND PAYMENT**

Delete the note at the start of the measurement and payment clause dealing with work in restricted areas. On this Contract, no extra over payment will be made due to the nature of the site or the size of the work area available. All costs associated with carrying out the works are deemed to be included in the tendered rates for the items in the Schedule of Quantities.

## **B3502 MATERIALS**

### **(a) Chemical stabilizing agents**

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

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

## **B3503 CHEMICAL STABILIZATION**

### **(i) Construction limitations**

*Add to Sub-clause 3503(i) the following:*

Cement stabilization shall not be carried out during falling temperatures when the ambient air temperature falls below 7°C or during rising temperatures when the ambient 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 all measures necessary in this regard and shall especially refrain from stabilizing when such night temperatures are probable.

All stabilized layers which have been damaged by frost or by the formation of ice in the layer shall be removed and replaced by the Contractor at his expense unless agreed otherwise by the Engineer. The Contractor shall make due allowance for these requirements in his construction programme, and no claims in this regard will be considered.

## **B3509 QUALITY OF MATERIALS AND WORKMANSHIP**

*Add to Clause 3509 the following:*

Test results and re-measurements shall be assessed in accordance with the provisions of Section 8200: Quality Control (Scheme 1), Judgement Plan B of the standard specifications, as amended in these project specifications.

The Contractor shall advise the Engineer at least 24 hours in advance of any stabilization work to enable him to organise and conduct his own control tests.

Where the stabilising agent is to be spread by hand, the pockets of stabilising agent shall be placed on the layer at regular intervals. However, spreading shall not be carried out before the engineer is satisfied that the correct quantity of stabilising agent can be spread.

Stabilised layers shall be covered for curing within 24 hours, as specified. If the stabilised layer is found to have failed, the cover material shall be removed and the layer rectified if instructed by the engineer. No additional payment shall be made for such removal and remedial work.

## **B3510 MEASUREMENT AND PAYMENT**

Delete the note at the start of the measurement and payment clause dealing with work in restricted areas. On this Contract, no extra over payment will be made due to the nature of the site or the size of the work area available. All costs associated with carrying out the works are deemed to be included in the tendered rates for the items in the Bill of Quantities.

*Add the following note to this payment item:*

<u>ITEM</u>		<u>UNIT</u>
B35.02	Chemical stabilizing agent:	
(b)	CEM IIIA	t

The notation used for Portland cement and Portland blast-furnace cement corresponds with the notation specified in SANS 50197-1:2000.

*Add the following new Clause after the last paragraph of item 35.02:*

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- a) Placing pockets of the stabilising agent at regular intervals; and
- b) Spreading by hand, under supervision.

## SECTION 5800: LANDSCAPING AND PLANTING PLANTS

### B5801 SCOPE AND DEFINITION

#### (a) Scope

*Add to sub-clause 5801(a) the following:*

The Contractor shall also note the requirements of the Environmental Management Procedures in Part C of these Project Specifications, with particular reference to the protection of existing trees and shrubs. Due to the nature of the project site, and the erosion which occurs when trees and grasses are removed, existing vegetation shall be disturbed as little as possible.

### B5812 MEASUREMENT AND PAYMENT

*Add the following new Clause after the last paragraph of item 58.01:*

<u>ITEM</u>		<u>UNIT</u>
B58.01	Trimming:	
	(a) Machine trimming	$m^2$
	(b) Hand trimming	$m^2$

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- a) Trimming the areas to the specified requirements;
- b) Moving of small quantity material; and
- c) Removal of surplus material and stone

*Add the following new Clause after the last paragraph of item 58.03:*

<u>ITEM</u>		<u>UNIT</u>
B58.03	Preparing the areas for grassing:	
	(a) Topsoiling within the road reserve, where the following materials are used:	
	(i) Topsoil obtained from within the road reserve or borrow areas (free haul 1,0km)	$m^3$
	(b) Stockpiling of topsoil (free-haul 1,0km)	$m^3$

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- a) Excavating and loading the topsoil;
- b) Placing and spreading the topsoil to required thickness;
- c) Levelling the topsoil to smooth surface and removing the stones; and
- d) Placing it in the stockpile

*Add the following new Clauses after the last paragraph of item 58.04:*

<u>ITEM</u>	<u>UNIT</u>
B58.04      Grassing:	
(a)      Sodding by using the following types of sods:	
(i)      Veld sods	$m^2$

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- a) Excavating, loading, transporting, off-loading, placing and watering sods for replanting dead areas.

B58.04      Grassing:

*(continue*

*d)*

- (b)      Hydroseeding:

- (i)      Hydroseeding

ha

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- a) Mixing;
- b) Watering,
- c) Weeding and re-hydroseeding bare patches

### C3.3: PARTICULAR SPECIFICATIONS

## PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION

### C.1 General

In order to ensure that the construction work is carried out in an environmentally sensitive manner, strict compliance with the Environmental Management Plan (EMP) guidelines is required. The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
  - i. Minimise disturbance of the natural environment,
  - ii. Prevent pollution of land, air and water,
  - iii. Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

### C.2 Training and Induction of Employees

- The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes subcontractors, casual labour, etc.). The EMP shall be part of the terms of reference for all contractors, subcontractors and suppliers.

### C.3 Complaints Register and Environmental Incident Book

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the Construction Manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter, etc.,),
- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken and
- Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident,
- Actions taken and by whom.

### C.4 Site Cleanliness and Neatness

- Location of a construction camp is to be approved by the Employer's Agent and is to be restored to its previous condition after completion of construction.
- The construction camp should preferably be fenced with a 1.8m Bonnox fence or similar approved.
- All materials, equipment, plant and vehicles must be stored within the construction camp.
- A dedicated area must be made available for construction staff to change and store their personal belongings.

### C.5 Access

- Access to existing roads, schools, buildings, shops and residential properties must not be impeded during construction.
- Access roads utilised by the Contractor must be maintained in good condition.

### C.6 Borrow Pits

- Mining authorisations (permits) for borrow pits must be obtained from the Department of Minerals and Energy (DME) in consultation with the Department of Water and Sanitation (DWS).
- Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
- Borrow pits must be rehabilitated after use in accordance with the requirements of DME and DWS.

#### **C.7 Dust Control / Air Quality**

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working condition and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

#### **C.8 Fauna**

- Contractors and sub-contractors staff and workers may not chase, catch or kill animals encountered during construction.

#### **C.9 Fire Prevention and Control**

- Smoking is prohibited in the vicinity of flammable substances.
- The Contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owners' lands.

#### **C.10 Grave Sites**

- Gravesites in close proximity to the road must not be disturbed during construction.

#### **C.11 Materials Handling and Spills Management**

- Any hazardous materials to be used during construction (e.g. lime, fuel, paint, etc.,) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel/petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (Potentially hazardous materials on site include paint, oil, grease, fuel, turpentine, etc.,).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The Contractor should keep Peat Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

#### **C.12 Noise**

- Noise generating activities must be restricted to between 07h00 and 17h00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

#### **C.13 Pollution Control**

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

#### **C.14 Rivers and Streams**

- During construction of bridge structures, there must be no obstruction of the water flow of rivers and streams.
- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

#### **C.15 Safety**

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.
- The relevant signage (e.g. speed control signs) must be erected alongside the road during the operation phase in order to control traffic.
- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

#### **C.16 Soil Management**

- Storm water drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.
- Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of storm water.
- Spoil from cuts may be used in existing erosion gullies.
- Stone pitching and gabions should be constructed at pipe culvert outlets.
- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary an absorbent such as Peat Sorb should be used to aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and refuelling of vehicles must only be carried out at the construction camp.

## **C.17 Worker Conduct**

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
- Do not set fires.
- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not exceed the national speed limits on public roads or exceed the recommended speed limits on the site.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not litter along the roadsides, including both the public and private roads.
- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

## **C.18 Traffic Disturbances and Diversions**

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

## **C.19 Vegetation**

- Only vegetation falling directly on the route must be removed where necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas (e.g. on traffic diversion routes) during construction must be replaced with indigenous vegetation after construction has been completed.

## **C.20 Waste Management**

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The Contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, contaminated wash water, etc.,) must be stored in leakproof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Employer's Agent.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets, etc.,) on completion of the day's work.
- Any spill around the container(s) should be treated as per Section C.11 and C.16.

## **PART D: DAYWORK**

This part of the Particular Specifications deals with the provision for daywork in the Schedule of Quantities. Rates for daywork shall be entered in the Schedule of Quantities in accordance with the following specifications.

### **D1. SCOPE**

According to Clause 6.5 of the General Conditions of Contract 2015, certain work may be carried out using rates tendered in the daywork schedule. A schedule of personnel, plant and equipment which may be necessary to perform work on a daywork basis is included in the Schedule of Quantities. The quantities used in the Schedule of Quantities are for tender evaluation purposes only and the use or not of these items shall not constitute a variation in terms of Clause 6.3 of the General Conditions of Contract 2015.

No work will be paid for as daywork without the written instruction or approval of the Employer's Agent.

### **D2. TYPE OF WORK**

The Employer's Agent may order daywork in certain cases where it is necessary to vary or to extend the works due to new or unforeseen circumstances to such an extent that the tendered rates for specific items of work are no longer applicable, or where no suitable combination of tendered rates can be used to pay for such work.

As a general rule, applicable rates for additional work items will be agreed between the Contractor and the Employer's Agent. Daywork will only be used in exceptional circumstances.

### **D3. MATERIALS**

Materials for use in works carried out under daywork shall be purchased by the Contractor who shall also arrange for delivery to site, and shall be responsible for any other requirements associated with specific materials. A Provisional Sum has been allowed in Section D of the Schedule of Quantities for daywork materials. The Contractor shall enter a tendered percentage in the Schedule of Quantities to cover his handling costs and profit, as per other provisional and prime cost sums in this Contract.

Materials shall be paid for using the method described in C2.1, 'Pricing Instructions'. No contract price adjustment will be applicable to materials.

The Contractor shall submit proof of ownership for any materials used in daywork with his daywork claim to the Employer's Agent. Further, if specific materials are required for daywork, quotations will be called for as per Clause 6.5.2 of the General Conditions of Contract 2015.

### **D4. CONSTRUCTION PLANT HIRE**

Where daywork is ordered, the tendered rates for plant hire in Section D of the Schedule of Quantities shall be used in calculating the payment due for any plant required to execute the daywork. If no rate is included in the Schedule of Quantities for a particular piece of equipment, and where no other rate or combination of rates would provide suitable compensation, then the daywork method of payment described in Clause 6.5.1.3 of the General Conditions of Contract 2015 will be used.

The tendered rates for each item of constructional plant shall include for all operating costs associated with the said item of plant. Such costs are deemed to include fuel, re-fuelling costs, lubrication and routine servicing / maintenance, breakdowns and spares, all overhead costs, site management costs and administration costs. The tendered rates shall also include the plant operator and the general supervision of the plant while it is engaged in the daywork.

### **D5. SALARIES AND WAGES OF WORKMEN**

The salaries and wages of workmen executing daywork shall be paid for using the tendered rates in the Schedule of Quantities. The tendered rates shall include for all costs associated with the

employment of personnel, including salaries, wages, allowances, workmen's compensation, medical aid and pension contributions, government levies and taxes, training costs and any costs associated with living on the site. The tendered rates shall also include for the transportation of the workmen to the site of the daywork.

All overhead costs, administration costs, site management costs and the Contractor's profit are deemed to be covered by the daywork rates and no additions or mark ups will be made to the tendered rates.

The tendered rates shall also include any hand tools normally associated with the workmen's job description e.g. picks, shovels, hammers, saws, spirit levels, etc. The tendered rate for labourers shall also include for the casual supervision by a gang boss or foreman. Only when specifically called for by the Employer's Agent, will payment be made for the use of a gang boss or foreman supervising on a continuous basis.

#### **D6. MEASUREMENT AND PAYMENT**

The following principles shall also apply to the measurement and payment of daywork.

The unit of measurement for plant shall be the number of Vibroclock hours worked and each item of plant shall be fitted with a Vibroclock, the cost of which shall be included in the rates. Excessive non-productive time when the engine is idling will not be paid for. Where there is ambiguity between the flywheel horsepower and mass of the machine, the flywheel horsepower shall govern the measurement category. Where width and mass are specified, mass shall govern the measurement category.

The Contractor's attention is drawn to the requirements of Clauses 6.5.3 and 6.5.4 of the General Conditions of Contract 2015 with regard to the submission of daywork claims.

## **PART E: OHSA 1993 HEALTH AND SAFETY SPECIFICATION**

### **E1. SCOPE**

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy working environment for all employees, subcontractors, the Employer, the Employer's Agent, inspectors and all other persons entering the site of works.

This specification shall be read in conjunction with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993 and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Act and Construction Regulations.

In terms of the OHSA Agreement in Section C1.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible for compliance with all provisions of OHSA 1993 and the Construction Regulations 2014.

This specification and the Contractor's own Health and Safety Plan as well as the Construction Regulations 2014, shall be displayed on site or made available for inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees, representatives of trade unions and any other persons entering the site of works.

#### **E1.1 Information based on the Employer's baseline risk assessment**

The information presented in this subclause E1.1 is based on the Employer's baseline risk assessment prepared specifically for this contract.

This information describes the type of work required in terms of this contract that will be accompanied by dangers, hazards and risks which the Contractor shall be required to identify, analyse, manage, monitor and review in terms of the Health and Safety Plan and risk assessments.

This information is neither prescriptive nor exhaustive, and is provided as a guideline to Tenderers in preparing their tender submissions, and to the successful Contractor as a basis for the preparation of the site specific risk assessments to be performed by the Contractor in terms of Construction Regulation 9.

Tenderers shall make their own assessment of the dangers, hazards and risks that can be expected during the course of this contract, which may include dangers, hazards and risks not identified in the baseline risk assessment, including those that may arise from specific methods of construction employed by the Contractor, and shall make due allowance in their tendered rates and prices for all costs related to complying with the provisions of the Act and Construction Regulations.

This information is given in good faith for the guidance of Tenderers, and no additional payment shall be made as a result of any inaccuracies, discrepancies or omissions contained therein.

The following aspects of this project carry the risk of possible injuries:

- Operation and maintenance on the site of heavy civil engineering plant such as excavators, bulldozers, front end loaders, tippers, TLBs, compaction equipment, rock breaking plant, water pumps, concrete mixers, ready mixed concrete trucks, batch plants, cranes, concrete pumps, compressors, pneumatic tools, generators, etc.
- Use on the site of power tools and hand tools.
- Handling of materials such as scaffolding, formwork, timber planks, steel wire, reinforcement, cement bags, concrete materials and hand stone.
- Storage and handling of flammable materials such as fuels, oils, adhesives, and painting and cleaning products including bituminous paint.
- Storage and handling of herbicides and ant poisons.
- Presence of open excavations for the box culvert, manholes and stormwater pipe trenches.
- Risks related to general safety and security on site.

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessarily covered in the above.

## **E2. DEFINITIONS**

For the purpose of this contract the following shall apply:

(a) **Employer**" where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract 2015 and it shall have the exact same meaning as "**client**" as defined in the Construction Regulations 2014. "**Employer**" and "**client**" are therefore interchangeable and shall be read in the context of the relevant document.

(b) "**Contractor**" wherever used in the contract documents and in this specification, shall have the same meaning as "**Contractor**" as defined in the General Conditions of Contract 2015.

In this specification the terms "**principal contractor**" and "**contractor**" are replaced with "**Contractor**" and "**subcontractor**" respectively.

For the purpose of this contract the **Contractor** will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.

(c) "**Employer's Agent**" where used in this specification, means the Employer's Agent as defined in the General Conditions of Contract 2015. In terms of the Construction Regulations the Employer's Agent may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

## **E3. TENDERS**

This Health and Safety Specification forms an integral part of the Contract and Tenderers are required to use it during the tender phase for pricing the preparation of a project specific Health and Safety Plan prior to commencing any work and for pricing the costs of ensuring compliance thereto during construction. Tenderers must forward a copy of this Specification to all other persons or organisations that may be submitting prices to the Tenderer during the tender stage to enable them to include the cost of preparing their own Health and Safety Plan, relevant to their particular operation, and for compliance with the health and safety requirements during construction. Payment items are included in the Schedule of Quantities for compliance with the Occupational Health and Safety Act and Construction Regulations and with this Specification.

Tenderers are required to complete Form J 'Contractor's Health and Safety Declaration' in section T2.2 'Returnable Schedules'.

Failure to submit the foregoing with his tender and/or to provide realistic rates for relevant payment items will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely, in accordance with the Act and Construction Regulations and his tender shall be deemed non-responsive.

## **E4. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK**

Where the contract meets the requirements of Construction Regulation 4, the Contractor shall, before commencement of the work and in accordance with the requirements of Regulation 4, notify the Provincial Director of the Department of Labour of the intention to carry out the construction work, using the pro forma form included as Annexure 2 to this Health and Safety Specification.

A copy of the notification form must be kept on site, available for inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees, representative trade unions and any other persons on the site. A copy of the notification form shall also be kept on the health and safety file, and a further copy shall be forwarded to the Employer for his records.

## **E5. HEALTH AND SAFETY PLAN**

Before commencement of any construction work, the Contractor shall prepare a project specific Health and Safety Plan complying with the requirements of Construction Regulation 7(1)(a) and this Health and Safety Specification.

The Health and Safety Plan must include a risk assessment performed and recorded in writing by a competent person as required in terms of Construction Regulation 9. The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards identified.

The Health and Safety Plan shall be available on site for inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees, representative trade unions, and health and safety representatives and committee members, and must be monitored and reviewed periodically by the Contractor.

## **E6. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS**

### **E6.1 Appointments**

The Contractor shall appoint in writing all employees.

The Contractor shall appoint in writing all subcontractors, and such appointments shall be in compliance with the requirements of Construction Regulation 7 and the Employer's SCM Policy, and any other relevant procurement guidelines as applicable.

### **E6.2 Health and safety induction training**

No person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site.

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo health and safety induction training by a competent person before commencement of construction work in compliance with Construction Regulations 7(5) and 9(3) and (4).

The Contractor shall ensure that all visitors to the construction site undergo health and safety induction and are provided with the necessary personal protective equipment in compliance with Construction Regulation 7(6).

### **E6.3 Medical certificate of fitness**

The Contractor shall ensure that every employee, including subcontractors and their employees, has a valid medical certificate of fitness issued in compliance with Construction Regulation 7(1)(g) or 7(8) as applicable.

## **E7. APPOINTMENT OF SAFETY PERSONNEL**

### **E7.1 Construction manager**

Refer to Construction Regulation 8(1), (2), (3) and (4).

The Contractor shall appoint a full-time **Construction Manager** with the duty of managing all the construction work on the site, including the duty of ensuring occupational health and safety compliance.

The Contractor may also have to appoint one or more **assistant construction managers** to assist the Construction Manager where justified by the scope and complexity of the works.

## **E7.2 Construction health and safety officer**

Refer to Construction Regulation 8(5) and (6).

Taking into consideration the size of the project and the dangers, hazards or risks that can be expected, the Contractor shall appoint in writing a full-time or part-time **construction health and safety officer** to assist in the control of all health and safety related aspects on the site. The construction health and safety officer shall be registered as required by the Chief Inspector of the Department of Labour and shall have the necessary competence and resources to perform his/her duties diligently.

## **E7.3 Construction supervisor**

Refer to Construction Regulation 8(7), (8), (9) and (10).

The Contractor shall appoint a **construction superintendent** responsible for construction activities and ensuring occupational health and safety compliance on the construction site. The Contractor may also have to appoint one or more competent employees to assist the construction superintendent where justified by the scope and complexity of the works.

## **E7.4 Health and safety representatives**

In terms of **Sections 17 and 18 of the Act (OHSA 1993)** the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 50 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery, etc. on a regular basis, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

## **E7.5 Health and safety committee**

In terms of **Section 19 of the Act (OHSA 1993)**, the Contractor (as employer) shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

## **E7.6 Competent persons**

The Contractor shall appoint in writing designated competent employees and/or other competent persons as required by the Act and Regulations. Such appointments shall be in accordance with the relevant applicable sections of the Act and Regulations as determined by the requirements of the contract.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work in all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities for compliance with all requirements of the Construction Regulations.

#### **E8. RECORDS AND REGISTERS**

The Contractor is bound to keep records and registers related to health and safety on site as required by the relevant applicable sections of the Act and Regulations as determined by the requirements of the contract. Such records and registers shall be available for periodic inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees and representatives of trade unions.

#### **E9. CONTRACTOR'S RESPONSIBILITIES**

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2014.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) in terms of C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993', to confirm his status as mandatory (employer) for the contract under consideration.

***The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.***

#### **E10. MEASUREMENT AND PAYMENT**

It is a condition of this contract that contractors who submit tenders for this contract shall make provision in their various tendered rates and prices for all costs related to the health and safety measures required in terms of the Act and Regulations during the construction process.

**(a) Safety appointments**

No separate additional payment will be made to cover the costs related to persons appointed as required in terms of the Act and Regulations to fulfil the various health and safety functions. Such persons include the Construction Manager, any assistant construction managers, the construction health and safety officer, the construction superintendent, any assistant construction superintendents, health and safety representatives, health and safety committee members and competent persons, all as referred to in subclauses E7.1 to E7.6 above. The Contractor shall therefore make provision in the various tendered rates and prices for all costs related to such persons.

**(b) Records and registers**

The keeping of records and registers related to health and safety on site as described in clause E8 above shall be regarded as a normal duty of the Contractor for which payment shall be deemed to be included in the Contractor's various tendered rates and prices, and for which no separate additional payment will be made except to the extent provided in item B13.02 of the Schedule of Quantities.

**(c) Medical certificates**

No separate additional payment will be made to cover the costs related to obtaining the medical certificates of fitness required for every employee, including subcontractors and their employees, issued in compliance with Construction Regulation 7(1)(g) or 7(8) as applicable. The Contractor shall

therefore make provision in the various tendered rates and prices for all costs related to such medical certificates.

## **PART F: REQUIREMENTS OF THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)**

### **F1. INTRODUCTION**

The Expanded Public Works Programme (EPWP) is a multi-sectoral government initiative to create jobs. In the case of the infrastructure sector, existing government expenditure is realigned using labour intensive technologies to create job opportunities. This involves the use of plant and labour, where labour is preferred and plant is used appropriately.

As much as is economically feasible, all work shall be implemented by employing Labour Intensive Construction methods. Over and above the normal Building and Allied works to be implemented by employing skilled and unskilled labour the works specified in the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)" shall be undertaken using Labour Intensive Construction methods.

#### **F1.1. Employment of Unskilled and Semi-Skilled Workers in Labour Intensive Works**

Requirements for the sourcing and engagement of labour.

1.1.1 Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

1.1.2. The rate of pay set for the EPWP is as per latest Department of Labour hourly rates at the times of "the commencement of the works".

1.1.3. Tasks established by the contractor must be such that:

- a) The average worker completes 5 tasks per week in 40 hours or less; and
- b) the weakest worker completes 5 tasks per week in 55 hours or less.

1.1.4. The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.

1.1.5. The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

- a) Where the head of the household has less than a primary school education;
- b) That have less than one full time person earning an income;
- c) Where subsistence agriculture is the source of income; and
- d) Those who are not in receipt of any social security pension income.

1.1.6. The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 55 % women;
- b) 55% youth who are between the ages of 18 and 35; and
- c) 2% on persons with disabilities.

**Note: The Contractor shall not be required to employ NYS youth workers in terms of this contract.**

#### **F1.2. Payment for the Labour-Intensive Component of the Works**

Those parts of the works to be constructed using labour-intensive methods are marked in the bill of quantities with the letters LI either in a separate column or as a prefix or suffix 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 deviation from 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.

Where minimum labour intensity is specified in the design, the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity targets.

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

### **F1.3. Linkage of Payment for Labour-Intensive Component of Works to Submission of Project Data**

The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframes stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted. The client may institute a penalty relating to outstanding labour information.

The following information shall be maintained on site and submitted monthly in electronic/hard copy formats:

- Certified ID copies of all locally employed labour;
- Signed Contracts between the employer and the EPWP Participants;
- Attendance Registers for the EPWP Participants;
- Proof of Payment of EPWP Employees; and
- Monthly Reporting Template as per EPWP requirements.

### **F1.4. Training of EPWP workers**

All EPWP workers will be placed on an extensive training programme that will include:

- (a) an induction into EPWP;
- (b) life skills training;
- (c) technical training focusing on a vocational skill to be used on the project (e.g., painting, carpentry, etc.);
- (d) entrepreneurship and business skills training.

All training will be arranged by the EPWP programme manager, with whom the Contractor will be required to work closely to schedule the training sessions so that the timing of the training is aligned with the Contractor's work schedule and his demand for workers with specific skills. The EPWP programme manager will make full details of the training programme available to the Contractor.

The Contractor shall maintain comprehensive records of the training received by each EPWP worker throughout the course of the contract, and shall submit to the Employer at each monthly site meeting a summary of the accumulated training received by each EPWP worker.

The training venue facility to be provided by the Contractor shall be constructed, furnished and fully serviced for the duration of the contract in accordance with section 1400 of the COLTO standard specifications. The facility shall accommodate a class of up to 10 learners and shall comprise the following:

(a)	Lecture room (interior area)
	= 24 m <sup>2</sup>
(b)	Ablutions (male)
	= 6 m <sup>2</sup>

(c)	Ablutions (female) = 6 m <sup>2</sup>
(d)	Chairs for learners (individual chairs, with backs) = 10 off
(e)	Desk area for 10 learners (500 mm width) = 5 m <sup>2</sup>
(f)	Chairs for trainers and management (individual chairs, with backs) = 3 off
(g)	Table area for trainers and management = 3 m <sup>2</sup>
(h)	220/250 volt power points = 4 off
(i)	Double 80 watt fluorescent light fittings complete with ballast and tubes = 4 off
(j)	Single incandescent light fittings complete with 100 watt globes = 4 off
(k)	Wash hand basins complete with taps and drains = 2 off
(l)	Fire extinguishers, 9,0 kg, all purpose dry powder type, complete, mounted on wall with brackets = 2 off
(m)	Air conditioning units with 2,2 kW minimum capacity, mounted and with own power connection = 2 off
(n)	Voltage stabilizers = 2 off
(o)	Floodlights complete with poles and 500 Watt minimum globes and controlled by photocells = 2 off
(p)	White boards (3 m x 1,5 m) = 1 off
(q)	Venetian blinds = 6 m <sup>2</sup>

#### **F1.5. Contractor's obligations towards persons employed under the EPWP programme**

All persons employed under the EPWP programme are to comply with the Ministerial Determination 4: Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment act of 1997 by the Minister of Labour in Government Notice NR347 of 4 May 2012. This document notes that the sector rates for labour do not apply to employees under the EPWP programme. Over and above implementing in accordance with the Ministerial Determination 4: Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment act of 1997 by the Minister of Labour in Government Notice NR347 of 4 May 2012, it shall be the responsibility of the Contractor to carry out the following functions with respect to the EPWP programme worker beneficiaries:

- (a) ensure that all beneficiaries receive induction on site safety prior to commencing with work on site;
- (b) ensure that all beneficiaries are covered by the Compensation for Occupational Injuries and Diseases Act, 1993 for as long as they are contracted to the Contractor, and to pay in full to the Compensation Commissioner such amounts as are due in terms of the Act;
- (c) implement health and safety procedures with respect to the beneficiaries, ensuring that the health and safety regulations are adhered to;
- (d) provide all beneficiaries with the necessary protective clothing and equipment as required by law for the specific trades in which the beneficiaries are involved, in addition to the overalls stipulated for EPWP workers;
- (e) assist in the assessment of beneficiaries with regards to their competencies in their respective trades;
- (f) provide overall supervision and day-to-day management of beneficiaries;

- (g) implement strict quality control to ensure that the work carried out by the beneficiaries is of the required standard, and, where necessary, to train and mentor the beneficiaries to assist them in achieving the standards required;
- (h) ensure that all beneficiaries are paid their wages on time through the pre-agreed payment method as stipulated in the beneficiary contract;
- (i) provide safe on-site storage facilities for tools and apparel issued to the beneficiaries.

#### **F1.6. Apparel and tools for EPWP workers**

The Contractor will provide each EPWP worker with two orange overalls with markings as specified in F5. EPWP BRANDING SPECIFICATION.

The Contractor shall also provide the EPWP workers with all such listed tools and apparel necessary for their on-site work, including appropriate safety apparel, as well as with safe storage facilities on site, the cost of which shall be refunded to the Contractor through the provisional sums included in the Schedule of Quantities for this purpose. The EPWP workers shall be responsible for the safe on-site storage of all tools and apparel issued to them, using the storage facilities provided on site by the Contractor.

Certain specified apparel and tools issued to the EPWP workers will become the property of the EPWP workers after the completion of their cycle of work on the project, in order to enable them to continue to practise their trade on future projects. Such apparel and tools shall be specified and authorised by the Employer's Agent.

### **F2. JOB CREATION REPORTING FOR EPWP**

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

#### **F2.1 Type of project data required per project**

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

##### **F2.1.1 Participant data**

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

- (a) Participant identity – name, surname, initials, date of birth and identity number (or other unique identifier) plus certified copy of ID book, certified in the calendar year, address and contact number.
- (b) Participant profiles – nationality, gender, age, education level, language(s), government grant and disability status.
- (c) Monthly work data for participants – daily wage to be received, number of calendar days training attended and number of calendar days worked. Participants cannot work more than 23 days in any given month.

### **F2.1.2 Project work data**

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

- (a) Daily attendance register – register for each day showing all the workers that were registered as being at work on that day. Attendance registers shall be completed on site on a daily basis and signed off by the Contractor on a weekly basis.
- (b) Summary of monthly attendance.
- (c) Training register for each training course undertaken. This includes both formal and informal training such as induction, toolbox talks and on-the-job training. The training register must detail:

- Training course
- The accreditation of the course (accredited or non-accredited)
- Training provider
- ID number of participant trained
- Name and Surname of participant trained
- Gender of participant trained
- Signature of participant
- Duration of training

### **F2.1.3 Project payment data**

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

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

***Alternatively,***

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

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

### **F2.1.4 Employment output data**

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

- (a) Number of work opportunities created (where one work opportunity = paid work created for one individual on an EPWP project, for any period of time).
- (b) Number of person-days of work created (where one person-day = one day of work carried out by one individual). The total number of person-days of work created on a particular EPWP project shall be obtained by summing the total number of person-days worked by each individual employed during the course of that EPWP project.

- (c) Number of Full Time Equivalents (FTEs) created (= total number of person-days of work created on the EPWP project divided by 230 working days). In terms of EPWP policy, one year of work created for one individual is assumed to comprise a total of 230 days of paid work carried out by that individual.
- (d) Average duration of work opportunities created (= total number of person-days of work created on the EPWP project divided by the number of work opportunities created on that EPWP project).
- (e) Average daily wage rates paid (= accumulated total of the wages paid to all individuals employed on an EPWP project divided by the total number of person-days of work created on that EPWP project).

The above information is to be compiled and submitted to the Employer by the 2<sup>nd</sup> of each month in addition to a completed latest revision of the EPWP reporting tool received from the Employer.

### **F3. PROVISION OF TRAINING**

This specification covers the requirements for the provision of training to be arranged by the contractor over the period of this contract.

#### **F3.1. Generic Training**

3.1.1. The contractor shall, from the commencement of the contract, implement a structured progressive training programme for local workers who meet the minimum criteria for the training courses.

3.1.2. The generic training will inter alia comprise, but not be limited to the following subjects:

<b>Course Description</b>	<b>Estimated No. of Trainees</b>	<b>Estimated Duration (Days)</b>
1. Road safety for construction workers		.....
2. Flagmen		.....
3. Concrete handling, placing and finishing		.....
4. Guardrails		.....
5. Bituminous road surfacing		.....

3.1.3. Training shall be at or by an approved accredited organisation and shall be delivered by suitably qualified and experienced trainers.

3.1.4. The tenderer shall provide with his tender full details of the structured training programme he intends to implement; which details shall include the following:

- (a) The name of the training institution and programme;
- (b) The manner in which the training is to be delivered; and
- (c) The numbers and details of the trainers.

Such details shall be entered on or attached to Returnable Schedule P included herein.

3.1.5. The contractor shall be responsible for the provision of everything necessary for the delivery of the generic training programme, including the following:

- (a) A suitable venue with sufficient furniture, lighting and power;
- (b) All necessary stationery consumables and study material;
- (c) Transport of the students (as necessary);
- (d) Payment of wage to all trainees during the classroom training at a rate equal to the minimum wage as set in the Ministerial Determination for the Expanded Public Works Programme on an annual basis;
- (e) Relevant PPE required for the project works; and

(f) Additional supervision of learners during the practical learning stages of the works. Wage for the learners during this stage of the training will be paid through the outputs.

3.1.6. Generic training courses shall commence within one month of possession of site and be completed before the end of the contract period.

3.1.7. The contractor's training programme shall be subject to the approval of the engineer, and the contractor shall if so instructed by the engineer alter or amend the programme and course content if a need is identified once the contract commences.

3.1.8. The contractor shall keep comprehensive records of the training given to each student and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each student shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form is illustrated in Section C4.7 of this document.

#### **F4. PERSONAL & OTHER PROTECTIVE EQUIPMENT (SECTIONS 8/15/23 OR THE OHS ACT)**

The Contractor is required to identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal Protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the said equipment be maintained by the Contractor, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee.

The Contractor may not charge any fee for protective equipment prescribed by him/her except under the following conditions:

- Where the employee requests additional issue in excess of what is prescribed
- Where the employee has patently abused or neglected the equipment leading to early failure
- Where it is proven that the employee has lost the equipment

All employees shall, as a minimum, be required to wear the following PPE on any Rehabilitation projects:

- Protective overalls
- Protective footwear
- Protective headwear
- Eye/face protection

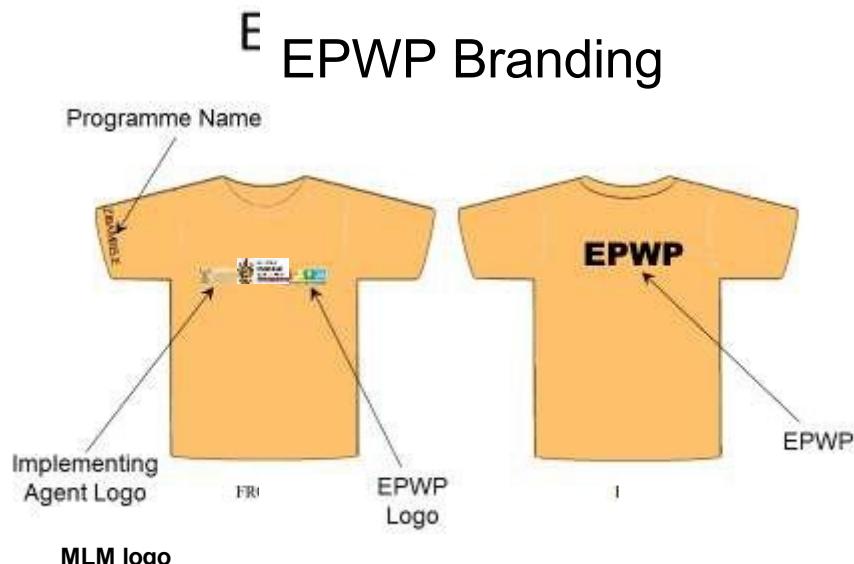
All PPE provided to local labour working on the Expanded Public Works Programme shall be branded in accordance with the EPWP CI Manual. Typical elements which shall be branded include:

- Protective overalls

- Reflective vests
- Protective headwear

The rate for local labour shall include for the supply of EPWP branded PPE in accordance with the Provincial EPWP specifications. The rate shall include the additional cost of the specified colours for the PPE and branding in accordance with CI manual.

## F5. EPWP BRANDING SPECIFICATION



Printing on PPE: PPE (Overalls) shall be orange with/without reflective tape and shall be branded as follows:

- EPWP logo (printed or embroidered) on the left front pocket location i.e. over the heart position (full colour).
- GKM's Logo on the right front pocket (printed or embroidered) location (full colour).
- The height of the departmental logo (including text) shall not exceed the height of the EPWP logo (including text).
- The letters EPWP on the back of the PPE in BLACK.
- The program/project name i.e. CONSTRUCTION OF STORMWATER CHANNELS IN THEMBA KHUBEKA AND ZAMDELA is to be printed on the left sleeve of short sleeved apparel and may not have to be placed on long sleeved apparel.
- Where required orange safety vests are to be branded with similar specification above. In this instance the Overalls may not necessarily be branded provided that the works never allow for labour to work without high visibility vests.
- All artwork and PPE samples shall be approved and signed off by the consultant prior to printing/embroidering.

## F6. MEASUREMENT AND PAYMENT

The following payment items shall be used to effect the payments for EPWP.

### Item      Unit

#### F6.01 Payments associated with the EPWP programme:

- (a) COIDA payments to the Compensation Commissioner for EPWP workers Prov Sum

(b)	Provision for specified EPWP branding on PPE for EPWP workers	Prov Sum
(c)	Additional supervision during practical training	L/Sum

The provisional sums provided under subitems F6.01(a) and (b) shall be expended in accordance with Clause 6.6 of the General Conditions of Contract 2015.

The provisional sum under subitem F6.01(a) shall be used to cover the cost of the COIDA payments made by the Contractor to the Compensation Commissioner for EPWP workers, all as authorised by the Employer's Agent.

No payment shall be made for time spent during any other on-site liaison, telephonic liaison, e-mail or written correspondence liaison between these parties, or for liaison conducted with the training service provider by any other member of the Contractor's site staff or head office personnel, the cost of all of which shall be deemed to be included in the Contractor's time-related obligations under subitem B13.01(c).

The provisional sum under subitem F6.01(b) shall be used to cover all costs associated with the provision of the necessary EPWP branded PPE including safety apparel for the EPWP workers as determined in the risk assessments and as required for full duration of the contract. See F5. EPWP BRANDING SPECIFICATION.

The lump sum tendered under subitem F6.01(c) shall include full compensation for the provision of additional supervisory staff to manage the output generated from the learners during practical training.

The Contractor shall note that no direct payment will be made to cover the Contractor's costs associated with implementing the on-site work programme for the EPWP employees, for planning, organising, directing, controlling and administrating their day to day activities, including the setting of daily tasks, record keeping and any on-site liaison, training and mentoring required, and for the associated job creation reporting, and such costs shall therefore be built into the other rates tendered for the various items of work scheduled throughout the Schedule of Quantities.

## EXPANDED PUBLIC WORKS PROGRAMME - EMPLOYEE CONTRACT

### 1. THE PARTIES

This agreement is made between

The Employer.....  
Represented by.....and  
The Employee .....

Employee Identity Number: .....

Gender: Male or Female ..... Age: .....

1.1. *This contract must be read in conjunction with the Basic Conditions of Employment as well as the Ministerial Determination 4: Expanded Public Works Programme.*

1.2. *The Employer hereby appoints the Employee to work on the project:*  
EPWP Project No: .....

Project Name: .....

1.3. *The Employee is appointed as a:.....and will be paid by the Employer: R\_\_\_\_\_ for every day task properly completed to the satisfaction of the Employer.*

1.4. *The Employee shall be paid by \_\_\_\_\_ for day tasks completed properly between \_\_\_\_\_ and \_\_\_\_\_.*

### 2. OBLIGATIONS OF EMPLOYEE

2.1. The Employee is required to carry out the work assigned by the Employer/his representative carefully, properly and within the required time for the tasks assigned, and will only be paid for completed day tasks and not on a daily wage;

2.2. The Employee is required to abide by the decisions of the Employer at all time; and

2.3. Notwithstanding the date of signature of this contract the employment relationship is deemed to have commenced on \_\_\_\_\_ and shall continue until the completion of this contract  
OR OTHERWISE STATED.

### 3. POOR WORKMANSHIP

3.1. Should the quality of the work produced by the Employee be considered to be poor by the Employer/representative, then the Employer will not pay the Employee for the work done until the Employee has completed the work to his/her satisfaction.

### 4. OBLIGATIONS OF THE EMPLOYER

4.1. The Employer shall pay the Employee for all work assigned to the Employee which is completed satisfactorily and shall provide the Employee with the necessary tools, materials and training for the Employee to carry out the assigned work.

### 5. TERMINATION OF CONTRACT

5.1. The employer may terminate the employment of an Employee for good cause after following a fair procedure.

5.2. The Employer may terminate this agreement at its sole discretion in the following circumstances:

- a) If funding for the project is stopped for whatever reason;
- b) If the Employee continues to provide poor workmanship after being issued on warning in writing to rectify poor workmanship;
- c) If the Employee refuses to carry out the work assigned by the Employer/representative;
- d) If the Employee is drunk or disorderly or troublesome at work on the project;
- e) If the Employee is found to have stolen tools or materials from the project;
- f) If the Employee is absent from work without permission or good reason for more than three successive days.
- g) If an Employee does not attend required training events, without good reason.

5.3. A worker will not receive severance pay upon termination.

## **6. SETTLING OF DISPUTES**

6.1. Any dispute or claim arising out of this agreement, which cannot be settled between the parties, shall be referred, without legal representation, to the Project Programme Manager for resolution. The Project Programme Manager shall investigate the dispute and shall decide fairly on the matter. The parties shall comply with the decision of the Programme Manager with respect to settlement of the dispute. Should either party fail to comply with the decision of the Programme Manager, the Programme Manager may take whatever measures he/she considers necessary to enforce compliance, including inter alia withholding further funding to the project until such time as compliance has occurred.

## **7. MEAL BREAKS**

- 7.1. An Employee may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 7.2. An employer and Employee may agree on longer meal breaks.
- 7.3. An Employee may not work during a meal break. However, an employer may require an Employee to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another Employee. An employer must take reasonable steps to ensure that an Employee is relieved of his or her duties during the meal break.
- 7.4. An Employee is not entitled to payment for the period of a meal break. However, an Employee who is paid on the basis of time worked must be paid if the Employee is required to work or to be available for work during the meal break.

## **8. DAILY REST PERIOD**

Every Employee is entitled to a daily rest period of at least twelve consecutive hours. The daily rest period is measured from the time the Employee ends work on the day until the time the Employee starts work on the next day.

## **9. WEEKLY REST PERIOD**

Every Employee must have two days off every week. An Employee may only work on their day off to perform work which must be done without delay and cannot be performed by Employees during their ordinary hours of work ("emergency work").

## **10. KEEPING RECORDS**

- 10.1. The Employee must provide to the Employer the following:
  - 10.1.1. Certified copy of ID
  - 10.1.2. Signed contract
  - 10.1.3. Standard ID picture
  - 10.1.4. Banking details corresponding to the details on the ID document

## **11. PAYMENT**

- 11.1. Wages paid to the Employee will be deposited into the Employee's bank account. Cash payments will not be made.
- 11.2. The Employee will only be paid for tasks that have been completed.
- 11.3. The Employee will be paid within five weeks of the work being completed and the work having been approved by the manager.
- 11.4. An Employee will be entitled to payment only if he/she completes the assigned task to the satisfaction of the employer's site representative.
- 11.5. Employees given due notice of inclement weather will not be paid.
- 11.6. Employees will be paid if inclement weather forces work to stop while on site.
- 11.7. The Employee will be provided with the following information in writing –
  - 11.7.1. The period for which payment is made;
  - 11.7.2. The numbers of tasks completed or hours worked;
  - 11.7.3. The Employee's earnings;
  - 11.7.4. Any money deducted from the payment;
  - 11.7.5. The actual amount paid to the Employee.

- 11.8. The quantity of task rate will vary from depending on the type of activity to be performed. The Employee will be informed at the beginning of each task or group of tasks how much to be completed as a daily task work (individual or group of tasks).
- 11.9. If an Employee's employment is terminated, the employer must pay all monies owing to that Employee within one month of the termination of employment.

## **12. DEDUCTIONS**

- 12.1. An employer may not deduct money from an Employee's payment unless the deduction is required in terms of a law.
- 12.2. An employer must deduct and pay to the SA Revenue Services any income tax that the Employee is required to pay.
- 12.3. An employer who deducts money from an Employee's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- 12.4. An employer may not require or allow an Employee to
  - 12.4.1. Repay any payment except an overpayment previously made by the employer by mistake;
  - 12.4.2. State that the Employee received a greater amount of money than the employer actually paid to the Employee; or
  - 12.4.3. Pay the employer any other person for having been employed.

## **13. HEALTH AND SAFETY**

- 13.1. The employer will take all reasonable steps to ensure that the working environment is healthy and safe.
- 13.2. An Employee must:
  - 13.2.1. Work in a way that does not endanger his/her health and safety or that of any other person;
  - 13.2.2. Obey any health and safety instruction;
  - 13.2.3. Obey all health and safety rules of the EPWP;
  - 13.2.4. Use any personal protective equipment or clothing issued by the employer;
  - 13.2.5. Report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

## **14. COMPENSATION FOR INJURIES AND DISEASES**

- 14.1. It is the responsibility of the employer to arrange for all persons employed on EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 14.2. An Employee must report any work-related injury or occupational disease to the employer or designated representative.
- 14.3. The employer must report the accident or disease to the Compensation Commissioner.
- 14.4. The employer will pay an Employee who is unable to work because of any injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

## **15. CERTIFICATE OF SERVICE**

- 15.1. On termination of employment, an Employee is entitled to a certificate stating:
  - 15.1.1. The Employee's full name;
  - 15.1.2. The name and address of the employer;
  - 15.1.3. The EPWP on which the Employee worked;
  - 15.1.4. The work performed by the Employee;
  - 15.1.5. Any training received by the Employee as part of the EPWP;
  - 15.1.6. Any other information agreed on by the employer and Employee.

In addition to the above conditions all the terms and conditions of employment on EPWP and the Basic Conditions of Employment apply to your employment as well. If you are found in breach of any of these terms you contract may be terminated.

## Annexure A: Form - Participant Details

Participant details must be filled out and attached to contract with certified copy of ID  
 This form must be used to complete the latest EPWP reporting template obtained from the Employer.

Field	Response		
First Name on certified ID document			
Initials on certified ID document			
Surname on certified ID document			
ID number on certified ID document			
Date Of Birth on certified ID document			
Gender (Mark with X)	M	F	
Disability (Mark with X)	Y	N	
Highest level of education	Code	Education Levels	Mark with X
	1	Unknown	
	2	No Schooling	
	3	Grade 1-3 (Sub A_Std 1)	
	4	Grade 4 (Std 2) Abet 1	
	5	Grade 5-6 (Std 3-4) Abet 2	
	6	Grade 7-8( Std) 5-6 Abet 3	
	7	Grade 9 Abet 4	
	8	Grade 10-11 (Std 8-9)	
	9	Grade 12 (Std 12)	
	10	Post Matric	
Date work starts			
Date work ends			
Mark up to 3 languages spoken (Mark with X)	Code	Language ID	Mark with X
	1	Afrikaans	
	2	English	
	3	IsiNdebele	
	4	IsiXhosa	
	5	IsiZulu	
	6	Sesotho sa Leboa	
	7	Sesotho	
	8	Setswana	
	9	siSwati	
	10	Tshivenda	
	11	Xitsonga	
	12	Other	
Address			
Contact Number			
Government Grant (Mark with X)	Y	N	
			Social
			Disability
			Child
Province – completed by official			
District Municipality – completed by official			
Local Municipality – completed by official			

The contractor must note the target local labour area and provide preference to participants in close proximity to the project		
Nationality	RSA	Non-RSA
If non-RSA, provide details		
Work Permit number		
Country of origin		
Number of people in Household		
Number of Dependents in Household		
Number of Children attending school		

## PART G: SMALL CONTRACTOR DEVELOPMENT

### G1001 SCOPE

This section covers construction aspects relating to the processes by which the construction industry develops emerging small contractors.

In terms of this contract, the Contractor shall effect such development by subcontracting portions of the Works to Targeted Enterprises (as defined in clause G1002(a) below) such that the combined accumulated monetary value of the work undertaken and achieved by such Targeted Enterprises equals or exceeds the monetary value of the target set by the Employer for such work.

### G1002 DEFINITIONS AND APPLICABLE LEGISLATION

#### (a) Definitions

Unless inconsistent with the context, in these specifications the following terms, words or expressions shall have the meanings hereby assigned to them:

##### Contract Participation

Contract Participation in terms of this contract is a process by which the Employer implements Government's objectives by setting a target relating to small contractor development which the Contractor shall achieve as a minimum.

##### Contract Participation Goal (CPG)

Contract Participation Goal is the monetary value of the target set by the Employer in the Contract Participation process.

##### Contract Participation Performance (CPP)

Contract Participation Performance is the measure of the Contractor's progress in achieving the CPG.

##### Project Management Team (PMT)

A team established at the commencement of the contract, comprising a representative from each of the Employer, the Employer's Agent and the Contractor, that will be responsible for various functions related to the implementation of the Contract Participation process.

##### Targeted Enterprise

A Targeted Enterprise is any company engaged by the Contractor as a subcontractor and which is registered with the Construction Industry Development Board (CIDB) in a contractor grading designation equal to 1CE to 3CE and which is also registered by the CIDB as Potentially Emerging (PE).

The CPG scope in terms of Part G of this contract has been reserved for execution using only the following prescribed numbers of Targeted Enterprises registered with the CIDB in each of the contractor grading designations indicated:

- Grade 1CE PE (3 x Targeted Enterprise subcontractors prescribed)
- Grade 2CE PE (2 x Targeted Enterprise subcontractors prescribed)
- Grade 3CE PE (1 x Targeted Enterprise subcontractors prescribed)

#### (b) Applicable Legislation

The following Acts, as amended from time to time, are predominant amongst those which apply to the construction industry and are listed here for reference purposes only:

- The Constitution of South Africa;
- Public Finance Management Act No. 1 of 1999;

- Preferential Procurement Policy Framework Act No. 5 of 2000;
- Construction Industry Development Board Act No. 38 of 2000;
- Broad-Based Black Economic Empowerment Act No. 53 of 2003.

## **G1003 CONTRACT PARTICIPATION**

### **(a) Objective**

Government's objective for this contract in terms of its broad-based black economic empowerment initiatives is to develop emerging small contractors that qualify as Targeted Enterprises as defined above.

### **(b) Contract Participation Targets**

Contract participation is the process by which the Employer implements Government's objectives. The Employer sets a target for construction by specified entities, the rand value of which is based on the services and work undertaken by the specified entities. The target rand value will be measured as that specified target percentage of the Contractor's final certified value of work completed (excluding CPA and VAT) measured at the date of issue of the Certificate of Completion. The Contractor is obliged to commit to or exceed the target stated in section C1.2.2 Contract Data, Part A: Data Provided by the Employer.

### **(c) Contract Participation Goal (CPG)**

The CPG is the monetary value of the target set by the Employer and will be calculated as follows:

CPG = final contract value (excluding CPA and VAT) x (target % set by the Employer for Targeted Enterprises)

The final contract value is the total value of certified work measured at the date of issue of the Certificate of Completion.

The value of the Provisional Sums scheduled under item G10.02 of Part G of the schedule of quantities shall not necessarily make up the full value of the works required to meet the CPG target set by the Employer. It is the Contractor's responsibility to assess the work required to meet the CPG target and, if necessary, to engage Targeted Enterprises to execute work on the main contract as well to ensure that the CPG target is achieved.

### **(d) Contract Participation Performance (CPP)**

The CPP is the monetary value of the Contractor's actual progress towards achievement of the CPG calculated as follows:

CPP = total value (excluding CPA and VAT) of contribution by Targeted Enterprises

The Contractor's Contract Participation Performance will be measured monthly in order to monitor the extent to which he is striving to reach the CPG. The basis of monitoring shall be the levels of the individual contributions for Targeted Enterprises. Monthly returns, in a format approved by the Employer, are required from the Contractor and shall be submitted with each interim payment certificate. Failure to adhere to this requirement shall result in the delay of any payment due until the Employer's Agent confirms that the information has been received.

To assist in the measurement of CPP, the Contractor shall include in his contract programme details of how he will achieve the CPG. This shall include CPG achievement details for both the specific work indicated for CPG in terms of this contract for completion by Targeted Enterprises as well as details for any other work that the Contractor may use towards achieving the CPG. The detail shall be provided not later than one month after the Employer's Agent has accepted the original construction programme and shall be updated with every subsequent revision of the programme.

In the event that the Contractor fails to substantiate that any failure to achieve the Contract Participation Goal (CPG) is due to quantitative under runs, the elimination of items contracted to Targeted Enterprises, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable for a penalty as prescribed in clause SCC 4.1.1 of section C1.2.1.2 Special Conditions of Contract. The penalty shall be calculated as follows:

Penalty = 5% of the monetary value by which the achieved monetary value (CPP) falls short of the target monetary value (CPG)

$$= 5\% \text{ of } (\text{CPG} - \text{CPP})$$

The penalty shall be applied on a pro rata basis according to a monthly evaluation of achievements against the programmed utilisation.

**(e) Accredited Registration**

CPP for Targeted Enterprises shall only be accepted if the respective Targeted Enterprises for which services or work is being claimed as having been performed are registered with the CIDB in one of the defined categories. In addition, documentary evidence that such Targeted Enterprises are registered with the South African Revenue Services (SARS) shall be lodged with the Employer's Agent before the work or service may be considered as having been performed by a Targeted Enterprise. The responsibility for producing evidence of such registration documentation shall rest with the Contractor.

**(f) Record keeping and Portfolio of Evidence**

The Contractor shall assume responsibility for the compilation and maintenance of comprehensive records detailing each Targeted Enterprise's progress during construction, starting from the award of a subcontract to a Targeted Enterprise until the successful completion of the subcontract work or termination of the subcontract.

The Contractor shall keep comprehensive records of the training given to each trainee and, at the successful completion of each training course, each trainee shall be issued with a certificate indicating the course content as proof of attendance and completion. The Contractor shall keep a register of certificates issued. Whenever required, the Contractor shall provide copies of such records to the Employer's Agent.

The Contractor is also required to develop and/or maintain a portfolio of evidence for each Targeted Enterprise as described in clause G1009.8 below.

**G1004 TENDER PROCESS FOR TARGETED ENTERPRISE SUBCONTRACTOR PROCUREMENT**

The Contractor shall refer to the schedule of quantities contained in these Particular Specifications and to any other construction activities required to execute the Works in terms of this contract to determine how he intends to unbundle or package specific subcontracts for Targeted Enterprises and shall present his proposal to the Employer or its agent for approval.

The Contractor shall be responsible for compiling the tender documents that will enable him to engage the Targeted Enterprises.

It shall be a condition of tender that the subcontractors appointed as Targeted Enterprises are registered with the Construction Industry Development Board (CIDB) in a contractor grading designation equal to 1CE to 3CE and are also registered by the CIDB as Potentially Emerging (PE).

It shall also be a condition of tender that Targeted Enterprises shall include in their tender submission the following documentation:

1. Valid letter of good standing from the Department of Labour.
2. A tax compliance status report.
3. A BEE verification certificate
4. Bank account details certified by the bank.

5. Certificate of registration of the tenderer in the required CIDB contractor grading designation, confirming the tenderer's registration Status as "Active" at the closing date of tender.

The tender documents shall also contain the proposed subcontract agreement, which shall also include for:

- (a) An entitlement of the subcontractor to receive such training as is contemplated in this contract.
- (b) An obligation on the Targeted Enterprise to participate and co-operate in such training as is provided for in this contract.
- (c) The allowable sources from which workers may be drawn in terms of the contract.
- (d) The terms and conditions relating to the recruitment, employment and remuneration of workers engaged on the contract.
- (e) The training to be provided to the temporary workforce.
- (f) The terms and conditions relating to payment of the Targeted Enterprise subcontractor.

#### **G1005 PROJECT MANAGEMENT TEAM (pmt)**

##### **(a) Appointment**

A Project Management Team (PMT) is to be set up comprising a representative from each of the Employer, the Employer's Agent and the Contractor.

##### **(b) Duties and functions of the PMT**

The duties and functions of the PMT are as follows:

- (i) determine the scope and extent of the works to be included in any particular subcontract;
- (ii) determine the target tender price according to the scope of work, and adjust the target rates where relevant;
- (iii) monitor the management of the tender process for the subcontracts to be executed by the Targeted Enterprises;
- (iv) adjudicate and approve tenders for Targeted Enterprise subcontracts;
- (v) monitor the management of the subcontracts involving Targeted Enterprises;
- (vi) monitor the training, mentoring and development of Targeted Enterprises.

#### **G1006 general responsibilities of the contractor towards TARGETED ENTERPRISE SUBCONTRACTORS**

##### **(a) Obligations**

The Contractor shall ensure that he complies with the following obligations:

- (i) institute a quality assurance system;
- (ii) provide adequate training, coaching, guidance, mentoring and assistance to Targeted Enterprises;
- (iii) provide financial support and other assistance to ensure that the Targeted Enterprises are able to meet their obligations and commitments with respect to their subcontracts, including acquisition of labour, equipment and materials; and
- (iv) ensure that the contract participation goals and objectives are achieved.

#### **G1007 management of targeted enterprise subcontracts**

The Contractor shall conclude the subcontract agreements and provide the necessary management support to the Targeted Enterprise subcontractors. Failure by the subcontractor to comply with the terms and conditions of the subcontract agreement shall result in penalties being applied or the subcontract terminated.

##### **G1007.1 Compilation of Subcontract conclusion agreement**

(a) The Contractor in liaison with the PMT shall be responsible for the conclusion of each subcontract agreement. The agreement shall be in accordance with the provisions of subclause 4.4 of the General Conditions of Contract for Construction Works 3<sup>rd</sup> Edition 2015 and shall be consistent with the terms and conditions in this contract. The agreement shall be subject to approval by the Project Management Team.

(b) The terms and conditions of the subcontract agreement shall also specify the following:

- (i) an entitlement of the subcontractor to receive such training as is contemplated in this contract;
- (ii) an obligation on the Targeted Enterprise to participate and co-operate in such training as is provided for in this contract;
- (iii) the allowable sources from which workers may be drawn in terms of the contract;
- (iv) the terms and conditions relating to the recruitment, employment and remuneration of workers engaged on the contract;
- (v) the training to be provided to the temporary workforce; and
- (vi) the terms and conditions relating to payment of the Targeted Enterprise subcontractor.

#### **G1007.2 Quality of work and performance of the subcontractor**

(a) The Contractor shall closely monitor and supervise all Targeted Enterprises and shall train, mentor, guide and assist each Targeted Enterprise in all aspects of management, execution and completion of his subcontract. This shall typically include assistance with planning of the works, sourcing and ordering of materials, labour relations, monthly measurements and invoicing procedures. The extent and level of such training, mentoring, guidance and assistance to be provided by the Contractor shall be commensurate with the basic level of subcontract applicable and shall be directed at enabling the Targeted Enterprise to achieve the successful execution and completion of their subcontract.

(b) The Contractor shall closely monitor and supervise all Targeted Enterprises and shall give reasonable warning to the Targeted Enterprise when any contravention of the terms and conditions of the subcontract has occurred or appears likely to occur. The Contractor shall, whenever feasible, give the Targeted Enterprise reasonable opportunity to make good any such contravention, or to avoid such contravention, and shall render all reasonable assistance to the Targeted Enterprise in this regard.

#### **G1007.3 Dispute avoidance and resolution procedures**

(a) When taking any disciplinary action or imposing a penalty as provided for in the subcontract, the Contractor shall explain fully to the Targeted Enterprise that such actions are provided for in the subcontract. If such action is contemplated this shall be discussed with the PMT before any action is taken.

(b) If the subcontractor, in the opinion of the Employer's Agent, fails to comply with any of the criteria listed below, the Employer's Agent shall issue a written warning to the Contractor, stating all the areas of non-compliance. A copy of the letter of warning shall be forwarded to the Employer. The criteria are as follows:

- (i) acceptable standard of work as set out in the specifications;
- (ii) progress in accordance with the time constraints in the subcontractor's tender document;
- (iii) punctual and full payment of the workforce and suppliers;
- (iv) site safety; and
- (v) accommodation of traffic.

(c) The subcontractor shall have 21 days from the date of receipt of the letter of warning by the Contractor to address and rectify the issues raised by the Employer's Agent, with the exception of the above subclauses (b)(iv) and (v) for which the reaction time shall be in accordance with the relevant specifications for those aspects of the Works but shall not be longer than 24 hours. Failure by the subcontractor to comply with deadline set, will be sufficient grounds for the Contractor to apply a penalty, or terminate the subcontract provided that the PMT is satisfied that the Contractor has made every effort to correct the performance of the subcontractor.

(d) The Targeted Enterprise shall have the right to dispute any ruling given or deemed to have been given by the Contractor, Employer's Agent or Employer. Provided that, unless the Targeted Enterprise shall, within 21 days after his receipt of a ruling or after a ruling shall have been deemed to be have been given, give written notice (hereinafter referred to as a Dispute Notice) to the Contractor, referring to this clause, disputing the validity or correctness of the whole or a specified part of the ruling, he shall have no further right to dispute that ruling or the part thereof not disputed in the said notice.

#### **G1008 specific work to be carried out by targeted enterprise subcontractors**

For this particular contract, the following listed work has been identified in terms of this Particular Specification, Part G, as suitable for execution by Targeted Enterprises in order to assist the Contractor in achieving his CPG:

1. Accommodation of Traffic
2. Clearing and grubbing.
3. Construction and clearing of drains.
4. Concrete channelling and concrete linings for open drains.
5. Earthworks
6. Pavement Layerworks
7. Pitching, stonework and protection against erosion.
8. Other work identified by the Employer to be executed in the community area.

The work to be carried out by Targeted Enterprises is not limited to the work listed above, and the Contractor may need to engage Targeted Enterprises on other aspects of the main contract work in order to achieve his CPG.

#### **G1009 training, coaching, guidance and mentoring**

##### **G1009.1 Obligations**

This section provides details of the Contractor's obligations of implementing the National Skills Development Strategy. This strategy sets priorities for the skills development of workers. The Sector Education and Training Authorities (SETA) and provincial offices of the Department of Labour will play key roles in transforming the vision of the strategy into reality.

Supervision is included as part of the contractor's general obligations for the administration and management of the Targeted Enterprises. However training, coaching, guidance and mentoring are not included as part of the Contractor's general obligations unless specific provision to that effect has been made in the project specifications.

The Contractor shall, from the commencement of the contract, provide a structured development programme designed to improve the entrepreneurial and basic business management skills of identified Targeted Enterprises and hired labour that show initiative, as well as to improve their specific task skills (engineering skills) commensurate with the applicable levels of subcontract that will enable the Targeted Enterprises to achieve the successful execution and completion of their subcontracts. The ultimate objective of training, coaching, guidance and mentoring is to develop the Targeted Enterprise subcontractors as far as their potential allows.

##### **G1009.2 Definitions**

###### **(a) Training:**

Training refers to the process of teaching a learner – usually in a classroom or simulated work environment situation. Training usually takes place with one teacher/trainer and several learners. Principles and theory are taught. Demonstrations are given. Assignments are then set to ensure that the learner is able to apply what has been taught. Training is done by a specialist in the subject, who is also qualified to train.

Example: Use of a dumpy level

Training would involve the theory of how a dumpy level works and how to calculate levels. A demonstration of how to set up and read a level could be given.

**(b) Coaching:**

Coaching refers to hands-on training and is mostly on a one-on-one basis of tangible and measurable skills. It is typically on-site training, or learning-on-the-job. Coaching is training by the process of “watch-do-correct-practice”. The coach does the task while the learner watches and asks questions. Then the learner does the same task while the coach watches. The learner is corrected until the coach feels that he has the gained competence in the function. The learner is then left to practise the task or skill, which the coach oversees. Coaching is imparting a skill – usually manual or physical. A coach is usually a person doing the same type of work on a higher or more competent level, or a person who has a mastery of the skill/task. While training gives the theory or shows/explains the principles, coaching helps the learner become competent and master a skill. A coach is often in the direct reporting line, i.e. someone in authority. Coaching could be part of the management function and would make the job run more smoothly.

Example: Use of a dumpy level

Coaching would involve taking the learner onto site, setting up a dumpy level, reading levels. Then the coach would get the learner to do the job, while the coach checked the setting up and reading. Once the learner understands and can do the tasks, the coach checks periodically to ensure the learner is still doing the job properly.

The desired outcome of coaching is for the learner to “fit-the-mould”, and to do things the same way and to the same standard as the coach.

**(c) Guidance:**

Guidance is anticipating where one might go wrong, or where one is doing a task in a complicated, inefficient or ineffective way, and giving advice as to how to achieve a better result. Guidance is mostly given by a person in the direct reporting line, but can be given by anyone. Guidance is not imparting skills, but suggesting ways to improve performance.

Example: Use of a dumpy level

A person who knows how to use a dumpy level would be given guidance as to where he would next set up the level to limit the number of set-ups. Guidance could be an extension of coaching.

**(d) Mentoring:**

Mentoring is developing a person on a long-term career path. It is mostly about imparting skills that are often intangible and non-measurable. A mentor is seldom anyone in the direct reporting line – although he could be a person several levels higher in that reporting line. Mentoring is more about developing a relationship and taking a personal interest in an individual. A mentor looks out for that individual and gives him advice that cannot be found in a book or in the normal course of business. The sort of issues a mentor discusses with the protégé include company politics, how to pick up work before others get wind of it, how to position one's company to get a better competitive advantage, how to tender such that the tender is lowest but the profit is as good as or better than the next person, how to determine and assess risk. Mentoring helps the protégé think strategically, sharpen entrepreneurial skills and grow – both personally and in terms of the company. A mentor helps the protégé to develop insight and shrewdness. It is more about business skills to survive long-term than the technical, tactical or day-to-day activities of doing business.

The desired outcome of mentoring is for the protégé to develop his own style, i.e., to shape his own “mould”.

**(e) Supervision:**

Supervision is instruction regarding the work to be performed, and ensuring it is carried out to specification and to the satisfaction of the supervisor. It is not instruction on how the work is to be performed, but rather on what work has to be performed, and usually has specific time frames.

**G1009.3      Assessment of Targeted Enterprise potential**

It is the responsibility of the Contractor to determine the level of development required by each Targeted Enterprise. This will require that the Contractor determine the level at which the Targeted Enterprise can operate competently and determine the skills already acquired by the Targeted Enterprise subcontractor in terms of training and on-the-job experience. In some circumstances Adult Basic Education Training (ABET) will need to be started before any formal training can commence. The assessment of each appointed Targeted Enterprise is to be produced by the Contractor for discussion at the first Project Management Team meeting following the appointment of the Targeted Enterprise.

#### **G1009.4 Development Plan**

Within a month of the first PMT meeting on the Targeted Enterprise assessments, the Contractor is to present a development plan, specific to each Targeted Enterprise. The development plan is to be reviewed by the PMT for appropriateness before being implemented.

The development plan is to include the following:

- specify the development needs of each Targeted Enterprise contracting entity – the systems the entity lacks;
- specify the development needs of the individuals comprising the entity – the skills the individuals within the entity lack;
- the level to which that activity will be developed within the period of the contract;
- whether training, coaching, guidance and/or mentoring is to be given in each activity;
- the person/s responsible for each activity.

#### **G1009.5 Identification and general training of potential Targeted Enterprises**

(a) The progression of training, coaching and mentorship may need to start with the identification and general training of potential Targeted Enterprises and hired labour that show initiative, and should end with their acquisition of sufficient management skills that will equip them to compete confidently for subcontract work beyond the duration of this contract. In addition, generic skills shall be taught where the need for these has been identified as being necessary amongst Targeted Enterprise workforces and hired labour.

(b) Before commencing with any structured training the Contractor shall submit his intended programme to the Project Management Team for approval of its subject content and proposed trainers, and the Contractor shall, if so instructed by the PMT, alter or amend the programme and/or course content.

The Contractor shall be responsible for the provision of everything necessary for the delivery of the various training workshops and modules including:

- (i) Provision of a suitable fully serviced training venue facility as specified in this Part G;
- (ii) Procurement of suitable accredited trainers;
- (iii) Provision, in conjunction with the accredited trainers, of all the necessary training materials, including stationery and study materials; and
- (iv) transportation of the learners to and from the training venue facility (it is therefore in the Contractor's interest that the training venue facility be provided on the site in order to reduce these transportation costs).

Payment to the Contractor for carrying out the training function shall be effected through the pay items provided in this Part G.

#### **G1009.7 Activities**

The tasks for each of the activities making up the development plan are described below in further detail.

##### **G1009.7.1 Technical**

###### **G1009.7.1(a) Technical Administrative Functions**

###### **General Tasks**

(i) Understanding and interpreting drawings:

On Roadwork Construction Contracts, the reading of drawings is required at high levels of Targeted Enterprise development. The relevant drawings that would need to be understood include all relevant roadwork and concrete brick wall details for construction. Understanding and interpreting drawings includes the following:

- Understanding the cross referencing to drawings from the contract documents and the bill of quantities;
- Understanding the layout of the drawings;
- Understanding the plan view and elevations and cross sections;
- How to interpret, accurately lay out and construct the details.

(ii) Setting out construction works:

This skill requires an understanding of the function and use of instruments such as the dumpy level, the theodolite, and procedures such as stringing a line.

(iii) Technical know-how of all relevant Roadwork construction activities, and typically includes:

- Traffic control/safety precautions;
- Environmental management;
- Clearing and grubbing;
- Excavations and backfilling;
- Pre-cast and in-situ cast concrete works (including reinforcing where applicable);
- Storm water channelling and catch pits / chutes;
- Mass earthworks and pavement layers;
- Finishing up and tidying of works.

The development plans shall maximise the exposure of each Targeted Enterprise to as many activities as is practicable.

(iv) Task organization:

This activity involves the correct supervision of labour and organisation of tasks to ensure that labour is utilised most effectively. This includes the following:

- Allocation of the appropriate number of people for the task;
- Availability on site of the correct type and amount of material and equipment at the point of use;
- Planning tasks ahead so that labour does not stand around waiting.

(v) Task prioritization:

Task prioritization must cover an understanding of critical paths, including identifying which tasks can be postponed and which are urgent. It includes planning and monitoring so that time targets are achieved. It must also cover gaining an understanding of the penalties applicable to late completion of tasks.

(vi) Work schedule:

This is the ability to produce daily work plans and will assist with task organization. Daily work plans need to be developed into weekly and monthly work plans and vice versa. These plans assist in material ordering, plant scheduling, labour allocation, timeous completion of the work, and keeping track of profits/losses.

(vii) Effectiveness:

Effectiveness is ensuring that a job gets done right, or properly.

*Effectiveness is doing the right things.*

(viii) Efficiency:

Efficiency is ensuring that the job is done with the least effort and cost possible.

*Efficiency is doing things right.*

(ix) Quality control:

Quality control requires knowledge of specifications and tolerances and ensuring that the work adheres to these, as well as understanding the requirements of the Employer.

(x) Measuring work done for payment certificates:

This is the ability to measure actual work done and to translate these measurements into a payment certificate. Knowledge must be gained of how to calculate escalation, how to claim for VOs and how to handle other claims.

(xi) Site meetings:

Knowledge needs to be gained of the following:

- The importance of site meetings;
- Identifying the relevant personnel to attend site meetings;
- Preparing for a site meeting;
- Understanding progress reports including why they are important and how to prepare them;
- Recording issues discussed at the meeting;
- Implementing and follow through of issues recorded;
- Understanding the process of the meeting and when to bring up various concerns is needed.

(xii) Handling site instructions and VOs:

This is the ability to distinguish between site instructions and variation orders and how to respond to such instructions.

### Materials Tasks

(xiii) Materials planning:

This includes the following:

- Determining the quantity of materials required for each task and planning ordering;
- Determine appropriate lead times to ensure that everything required to do a job is on hand;
- Quantity take-offs for pricing a bill at higher levels of development.

(xiv) Receiving, storing and handling materials:

Receiving includes checking materials delivered against the delivery note and the order placed. Storage involves knowing what quantities and type of materials to store, planning accessibility, and safety of materials from theft, the weather, etc. Handling of materials needs to be carried out to ensure no wastage or damage.

(xv) Waste control:

This includes the importance of waste control to reduce costs and the management of reducing waste of materials in storage and in use.

(xvi) The handling/installation of precast units:

Knowledge of precast units, handling and installation must be gained.

### Equipment Tasks

(xvii) Machine Analysis:

This is the analysis of the use of equipment. It includes calculating fuel and hourly costs. This will enhance an understanding of the effective use of equipment, how to reduce costs and provide a background for pricing of equipment for tenders.

(xviii) Maintenance Schedule:

This covers the importance of maintenance of equipment and how to schedule this so that there is minimal disruption in day-to-day work.

(xix) Appropriate and correct use of tools and equipment:

Provide coaching on the correct use of tools and equipment.

(xx) Care of tools and equipment:

Care of tools and equipment includes the proper handling, cleaning, storage, stacking, etc.

The coaches of the above listed activities are generally the Foreman, Site Clerk, Mechanic, Construction Manager, Plant Manager or Contracts Manager.

## G1009.7.1(b) Technical Management Functions

### General Tasks

#### (i) Site set-up:

This involves gaining an understanding of site set-up procedures and principles, including establishing a site office and facilities, providing access to the site, initial layout of the works, storage facilities, security, etc.

#### (ii) Construction program / work plan:

Knowledge of how to develop a construction program / work plan, monitor and assess the production, and correct the programme where necessary.

#### (iii) Understanding tests:

Understanding what tests are required, reading and interpreting results relating to specifications and quality, and how to make the corrections required.

#### (iv) Productivity:

Recording productivity and understanding the principles. Knowing where to make corrections and how to implement solutions.

### Material Tasks

#### (v) Materials schedule:

This involves gaining knowledge of how to develop a materials schedule from a Bill of Quantities, the Drawings and any other relevant contractual document. It also includes linking the works program to an ordering schedule, and sourcing of suitable materials.

### Equipment

#### (vi) Determine appropriate levels of equipment:

The determination of the appropriate type and number of tools, and equipment required.

#### (vii) Proper use of equipment:

This is gaining knowledge, understanding and competency in the proper use of equipment.

#### (viii) Productivity of equipment:

The productivity of equipment must be understood to know how this affects his ability to perform.

#### (ix) Allocation of equipment:

This involves the ability to competently allocate equipment to the various tasks.

#### (x) Waste control:

Waste control is an essential aspect of running a site well and making a profit. The principles of this, together with the practical ways to control waste need to be understood.

The coach/mentor of these activities is generally the Construction Manager, Contracts Manager, or Equipment Supplier.

## **G1009.7.2 Financial**

### G1009.7.2(a) Financial Administrative Functions

#### (i) Basic Finance:

This includes knowledge of the definition and difference between debtors and creditors as well as gaining competency in basic bookkeeping. Knowledge of keeping and managing accounts and other financial documents also needs to be developed. A basic financial course may be appropriate to develop in this area.

#### (ii) Bank account:

The opening of a bank account, making deposits, the difference between stop-orders and debit-orders, overdraft facilities and generally managing a bank account needs to be understood. This can also be done through a course, and/or with a supportive bank manager, and/or with the appointed coach/mentor.

(iii) Orders and systems:

This will require the setting up of systems and procedures that will take into consideration delivery lead-times, non-availability of items, alternate sources, preparation of storage areas ready for delivery, and the area/volume of storage space.

(iv) Invoices:

The development of systems within the Targeted Enterprise entity that will check materials received versus what was ordered, check quantities delivered, and check actual prices paid against quotes/tender prices.

(v) Stock Control:

The importance of controlling stock needs to be understood. Systems to implement stock control need to be imparted.

(vi) Payroll:

This involves the establishment of a payroll system within the Targeted Enterprise entity. This could include developing an internal system, outsourcing the payroll or learning a commercially acquired payroll system. The system needs to record days worked, pay rate, legal deductions and a leave register.

(vii) Legal requirements:

The financial requirements of legal obligations of companies must be imparted to the Targeted Enterprise subcontractor. This includes payment of company tax, VAT (Value Added Tax), Skills Development Levy (SDL), Work Unemployment Insurance Fund (UIF), Workman's Compensation (WC), and any applicable municipal levies as well as the applicable minimum wages for the area (also refer below to G1009.7.5 Legislative).

(viii) Payment certificates:

This includes the compilation and submission of a payment certificate. As well as knowing how to determine work done to date, how to present it in terms of the Bill of Quantities, and how to claim for materials on site.

## G1009.7.2(b) Financial Management Functions

(i) Claims and VOs:

The following types of claims may be applicable: Claims for additional work done, inclement weather, etc., claims for Variation Orders implemented. Understanding claims includes knowing when a claim can be submitted, the procedure and paperwork for the submission of a claim and which claims are worth pursuing.

(ii) Cash Flow:

The concept of cash flow, as well as the development of cash flow projections and the monitoring of the cash flow are vital aspects of running a business. Included under this topic is knowing how long it takes from placing an order for material until payment is due, and time lags between ordering materials and using the materials and receiving payment for work done. The concept of sufficient working capital also needs to be imparted.

(iii) Costing System:

Costing systems must be set up and understood. Aspects include capturing costs, monitoring profit, analysing costs and using this information to determine productivity levels.

(iv) Tendering:

A knowledge is required of how to build up rates, how to obtain prices, how to negotiate better discounts, how to be creative to achieve the desired result more cost effectively, how to calculate and accommodate P&Gs, and what Provisional Sums are and how they are handled.

(v) **Budgeting:**

The difference between tendering and budgeting must be understood as well as gaining skills on how to develop a budget. Knowledge of how to monitor actual expenses against budgeted expenses, how to analyse the differences, and the value budgeting is needed.

(vi) **Risk assessment:**

This involves learning how to assess the financial risks associated with the job in terms of his performance and profitability and the management of these risks. This becomes increasingly important as the Targeted Enterprise grows.

(vii) **Insurance:**

This includes an understanding of why insurance is required, how to obtain insurance, the benefits and costs, insurance providers and what can be claimed from different types of insurance. The different types of insurance to be included are Short term insurance, Public Liability and Contractors All Risk insurance.

(viii) **Interest Rates:**

Interest Rates can have a dramatic impact on the profit margins. Therefore an understanding must be gained of what interest rates are, how they impact on profit margins, how to cater for fluctuating interest rates in preparing a tender, and how to find and/or negotiate the best interest rates.

(ix) **Bridging Finance:**

This includes understanding what bridging finance is and the different forms of bridging finance. Guidance should be given on when bridging finance should be used, where it can be obtained, what securities are needed, and how to go about securing funds.

(x) **Sureties:**

This involves understanding what Sureties are, why and when they are needed, how they can be obtained, what they cost and how they can be redeemed.

(xi) **Procurement of Plant and Equipment:**

The difference between purchasing, leasing, hire purchase and hiring plant needs to be understood. Also included is gaining knowledge of all aspects of these options as well as the benefits and implications for the business for each option.

(xii) **Procurement:**

Procurement of materials includes sourcing suppliers, getting quotes, placing an order and negotiating discounts. The managing contractor can assist in introducing higher level Targeted Enterprises to the relevant materials suppliers.

(xiii) **Subcontract:**

At the lower levels, this will involve the Targeted Enterprise understanding the subcontract agreement between himself and the managing contractor and the obligations of this document. With a Targeted Enterprise operating at a higher level, this will include sourcing other subcontractors, as well as interpreting the tender/quote, adjudication and awarding of subcontracts.

(xiv) **Productivity:**

This includes taking production rates and translating them into financial terms to help build up rates for tendering and to monitor profit margins.

The coach and/or mentor for these functions are typically the Bookkeeper, Site Clerk, Foreman, Construction Manager, Contracts Manager, Accountant, Estimator and Buyer.

### **G1009.7.3 Human Resources**

#### **G1009.7.3.(a) Human Resource Administrative Functions**

(i) **Labour Supervision:**

This involves the supervising of labour effectively. This includes knowing the level of competencies of labour, being able to motivate workers to ensure that productivity levels are achieved and maintained. It also includes the allocation of tasks to labour.

(ii) Team Sizes:

This is ensuring the size of the work team is appropriate for the matching activity and understanding that teams that are too large are unproductive and teams that are too small are not effective.

(iii) Productivity:

The principles of productivity and how it is best achieved for various tasks is to be understood and applied. It also involves being able to determine realistic productivity levels, such as square metres of grass cut with a machine per hour, length of guardrail installed per day, etc.

(iv) Time sheet:

A system of time sheets which accurately records the time each employee spends on the job needs to be in place.

(v) Leave Registers:

A system for recording leave needs to be in place, which includes the dates that leave was taken, what type of leave it was and whether the employee qualifies for paid or unpaid leave in terms of legislation.

(vi) Employee records:

This involves knowing and complying with legislation for conditions of employment. Employment contracts must be in place for all labour employed and a formal system of keeping employee records must be established. Employee records must be in line with legislation including recording of employee details and copies of identification documents, termination of service procedures, certificates of service etc.

(vii) Disciplinary procedure:

Knowledge of the legal aspects of Disciplinary procedures is essential. The ability to set up these procedures, and ensure that all staff understand and adhere to them is required. Warning systems must include records of verbal warnings, warning forms, disciplinary hearings, dispute resolutions and termination procedures.

(viii) Training:

This involves understanding the concept of the Skills Development Levy, and how to claim from CETA for training provided. Service Providers have CETA funded Skills Facilitators available to assist Targeted Enterprises in identifying training needs and compiling work place skills plans (WPSP) at no cost to the Targeted Enterprise. An understanding of the importance of providing training for staff with regards to AIDS awareness, Safety, Productivity, Development and Accountability is essential.

(ix) Community Liaison:

The management and importance of Community Liaison must be understood.

**G1009.7.3(b) Human Resource Management Functions**

(i) Labour recruitment:

Employment of labour with the appropriate skills is essential. Therefore sourcing of appropriate labour and knowledge of how to assess the range of skills and level of competency in potential employees needs to be gained.

(ii) Labour allocation:

Allocation of labour is a skill that needs continual refining. It requires knowing the specific strengths of staff employed, the numbers of labourers and level of skill required for specific tasks, as well as being able to build effective cohesive teams that understand their roles without continual supervision.

(iii) Labour schedules / planning:

This involves learning how to compile labour schedules from the works program and the consequent allocation of staff to the work planned.

(iv) Histogram / manpower plan:

A manpower plan includes establishing how many people are needed on the job at what times. This is an important skill even at the most elementary level. As the Targeted Enterprise develops, the

management of moving people from site to site in such a way that there are neither too many nor too few labourers and/or supervision becomes an important skill to obtain.

(v) Management of supervision:

This activity involves understanding the principles of supervision, and how to effectively manage to ensure that these principles are applied and/or developed by the appointed supervisor.

(vi) Productivity:

Productivity applies to labour as well as tasks and plant. Skills must be developed on how to determine appropriate levels of labour productivity and how to ensure that staff achieves these levels.

(vii) Labour Law:

A basic understanding of labour legislation, specifically Labour Relations Act (LRA), and Basic Conditions of Employment Act (BCEA), Employment Contracts, and Termination of Service is essential as well as an understanding of the implications of these laws on business.

(viii) Accountability systems:

This requires that accountability systems are developed and implemented for supervisory staff.

Coaching, guidance and mentoring on the above listed functions are typically undertaken by the Foreman, Construction Manager, Site Clerk, HR Manager, Trainer and Contracts Manager.

#### **G1009.7.4 Contractual**

##### **G1009.7.4(a) Contractual Administrative Functions**

(i) Relationships and communication:

This involves the development and maintenance of good relationships and the establishment of good communication systems within the Targeted Enterprise business. This includes communication between the Targeted Enterprise and the other role players such as the Managing contractor, the Employer's Agent and the Employer. An understanding of the importance of good communication is also important. Good communication starts with the right attitude, and involves listening as well as talking. It is also listening to what is not being said. Allowances need to be made for differences in culture and economic backgrounds.

(ii) Setting up contractual administration requirement (systems):

Contractual administration systems need to be established and implemented. This includes the use and importance of site dairies and keeping rainfall/weather records, as well as developing progress reports.

(iii) Implementing EMP:

This activity involves understanding the design and implementation of an Environmental Management Plan.

##### **G1009.7.4(b) Contractual Management Functions**

(i) Contract Law:

Knowing and understanding the content and implications (including costs) of the Conditions of Contract and the Specifications that will be required. This will include understanding the content and implications of penalty clauses.

(ii) Risk Assessment:

This activity involves being able to assess the contractual risks associated with the contract both in terms of performance and in terms of the risks associated with the Employer.

(iii) Managing Contract Administration:

Managing Contract Administration ensures that all the required reports, such as accident reports and progress reports are completed and submitted.

(iv) Administration of subcontractors:

Identification and separation of the responsibilities of the managing contractor from the responsibilities of the subcontractors needs to be understood and applied. The management of subcontractors to ensure that contractual obligations are met is essential knowledge to be gained by higher level Targeted Enterprises.

(v) Subcontractor agreements:

Understanding the contents of the subcontract agreement between the Targeted Enterprise and the contractor is an important skill to be learnt.

(vi) Disputes:

This activity involves understanding the procedures used in handling disputes or disagreements with the Contractor and/or the Employer.

The Contracts Manager and Construction Manager would normally be involved in this function.

### **G1009.7.5 Legislative**

#### **G1009.7.5(a) Legislative Administrative Functions**

(i) Legal Registrations:

The legal requirements for registration of companies must be imparted to the Targeted Enterprise subcontractor. This includes company tax, VAT (Value Added Tax), PAYE, Skills Development Levy (SDL), Unemployment Insurance Fund (UIF), Workman's Compensation (WC), and any applicable municipal levies. An understanding of what each registration is, what benefits he gets from being registered, and how to register must be developed.

#### **G1009.7.5(b) Legislative Management Functions**

(i) Labour Law:

Knowledge of the labour legislation and the implications for the business is required. This includes Skills Development Levy (SDL), Work Place Skills Plans (WPSP), Unemployment Insurance Fund (UIF), Workman's Compensation (WC), Labour Relations Act (LRA), Basic Conditions of Employment Act (BCEA), and the applicable minimum wages for the area.

(ii) OHS Act:

All aspects of the OHS Act (dealing with safety and health) and the implications must be understood. A safety officer who has the appropriate level of understanding and knowledge must be appointed within each Targeted Enterprise.

(iii) Environmental Management Plan:

An environmental management plan needs to be submitted regarding how the environment will be managed for the duration of the contract, and what restoration will take place at the end of the contract. An understanding of the importance and content of this plan must be gained.

(iv) Adjudication/Arbitration:

This activity involves knowing what legal recourse is available when disputes/disagreements are not resolved. This knowledge must include the processes to be followed and where to go to implement proceedings.

These functions will generally require the input of the company lawyer, company accountant, HR manager, Health and Safety Specialist, and Environmental Specialist.

### **G1009.7.6 General**

#### **G1009.7.6(a) Administrative Functions**

(i) Filing systems:

This activity includes establishing company filing systems that are efficient and effective. It also includes knowing the importance of filing, what must be filed and how it should be filed.

(ii) Office set-out:

Knowledge of the layout of the site office buildings position and the organisation of the offices and systems within the buildings is to be imparted.

(iii) Record keeping:

This activity involves developing knowledge of what records need to be kept and how best to keep them.

(vi) Good housekeeping:

Good housekeeping is about developing a work approach of keeping the site tidy, cleaning putting away tools and working in an orderly way. Developing good housekeeping assists a company in working efficiently and improving profit margins.

(v) Communications with staff:

The importance of good communication with staff needs to be understood as well as the effects of good relations with the staff in terms of loyalty and productivity. An understanding must also be gained that good communication enhances supervision and management of the work.

(vi) Communications on site:

This activity involves establishing communication systems between the site and the office and understanding that effective communication on site leads to good relations and contributes to the smooth running of the site.

The Construction Manager, site clerk and HR Manager will train/coach or mentor the above listed functions.

### **G1009.8 Portfolio of Evidence**

The Contractor is to develop and/or maintain a portfolio of evidence for each Targeted Enterprise. The Portfolio of Evidence is a collection of proof of the training, coaching, guidance and mentoring inputs provided to the Targeted Enterprise and is similar to a log book used by technical students completing experiential training. It is a living document which records the development progress of the Targeted Enterprise and will need to be updated continually throughout the duration of the contract. It remains the property of the Targeted Enterprise and they take it with them to their next contract.

The Portfolio of Evidence should include the following documentation:

- The development path designed for each Targeted Enterprise;
- The training courses completed by the Targeted Enterprise;
- The hours of guiding, coaching and mentoring received for each activity listed in the development plan;
- A list of outcomes achieved at each level for each activity;
- Six-monthly progress reports on the development provided (inputs) versus the actual progress made (output) by the Targeted Enterprise;
- A list of competencies.

### **G1009.9 Training Requirements**

Only qualified trainers employed by training agencies that are accredited by the relevant Sector Education and Training Authorities (SETA), or other institutions recognised by the Department of Labour shall deliver any training. "Accredited training" refers to both the trainers as well as to the training material. Certificates affirming the successful participation in the various courses shall be presented to each attendant.

The Contractor shall facilitate in the delivery of training by instructing and motivating the hired labour and relevant Targeted Enterprises regarding attendance and participation. All training shall take place within normal working hours, or as agreed with the trainees.

### **G1009.10 Development training**

The Contractor will arrange training to support the development of the Targeted Enterprise. This training must be provided by training providers accredited with the relevant SETA pertaining to the course

material being presented. The training will take place at hours agreed with the trainees, possibly on a part time basis after hours.

The following training courses are recommended to support the development programme detailed in the contract document:

- NQF Level 2: Construction Contractor - Business owner and administration officer;
- Tender training NQF Level 3 – Business owner / Technical expert;
- Computer literacy training - Business owner and admin officer – Microsoft Windows, email, Microsoft Word and Microsoft Excel;
- General bookkeeping relevant to construction - Business owner and admin officer;
- Tendering NQF Level 4 and 5 – Business owner / Technical expert;
- Construction supervision (Roadworks) NQF Level 4 – Business owner / Technical expert.

#### **G1009.11 Safety Training**

The Targeted Enterprise safety representative is to be fully trained in all aspects of safety and his duties in this regard. The owner of the Targeted Enterprise is to be trained on their responsibilities regarding safety regulations.

#### **G1009.12 Engineering skills training**

The focus of training provided on the contract should be to support the development of the Targeted Enterprise. Engineering skills training will only be approved by the PMT when appropriate.

The Targeted Enterprise, their workforce and hired labour that show initiative will be entitled to receive structured training that will improve on-task skills necessary for the execution and successful completion of the works. The Contractor, in conjunction with the Employer's Agent, shall monitor the progress of the hired labour and each Targeted Enterprise closely and shall identify those who, in their collective opinion, will benefit from structured engineering skills training as may be provided for in the contract, and where required by the Employer's Agent shall make recommendations in this regard. The final list of candidates shall be decided between the Contractor and the Employer's Agent, and those selected shall receive formal engineering skills training in a programmed and progressive manner throughout the duration of the contract.

The training programme shall offer complete courses that could comprise some or all of the following modules:

- (i) Use and maintenance of hand tools;
- (ii) Operation of equipment;
- (iii) Manufacture and installation of minor precast concrete units;
- (iv) Erect, dismantle and maintain formwork;
- (v) Basic concrete skills;
- (vi) Excavation, backfill and compaction;
- (vii) Bricklaying;
- (viii) Erosion protection using stone pitching, gabions or renos.

#### **G1009.13 Training venue facility**

The training venue facility to be provided by the Contractor shall be constructed, furnished and fully serviced for the duration of the contract in accordance with section 1400 of the COLTO standard specifications. The facility shall accommodate a class of up to 25 learners and shall comprise the following:

- (a) Lecture room (interior area) = 48 m<sup>2</sup>
- (b) Ablutions (male) = 6 m<sup>2</sup>
- (c) Ablutions (female) = 6 m<sup>2</sup>
- (d) Chairs for learners (individual chairs, with backs) = 25 off
- (e) Desk area for 25 learners (500 mm width) = 12,5 m<sup>2</sup>
- (f) Chairs for trainers and management (individual chairs, with backs) = 5 off
- (g) Table area for trainers and management = 3 m<sup>2</sup>

(h)	220/250 volt power points	=	6 off
(i)	Double 80 watt fluorescent light fittings complete with ballast and tubes	=	6 off
(j)	Single incandescent light fittings complete with 100 watt globes	=	4 off
(k)	Wash hand basins complete with taps and drains	=	4 off
(l)	Fire extinguishers, 9,0 kg, all purpose dry powder type, complete, mounted on wall with brackets	=	2 off
(m)	Air conditioning units with 2,2 kW minimum capacity, mounted and with own power connection	=	4 off
(n)	Voltage stabilizers	=	2 off
(o)	Floodlights complete with poles and 500 Watt minimum globes and controlled by photocells	=	2 off
(p)	White boards (3 m x 1,5 m)	=	1 off
(q)	Venetian blinds	=	12 m <sup>2</sup>

#### **G1010 measurement and payment**

**Item      Unit**

#### **G10.01 Procurement of Targeted Enterprise subcontractors as described in Part G:**

(a) Contractor's charge for the management and execution of the Targeted Enterprise procurement process:

(i) Procurement process for the totality of all tenders concluded for the appointment of CIDB contractor grading designation 1CE PE Targeted Enterprise subcontractors (4 x individual tenders prescribed, 40 copies of the tender document required for each individual tender) Prov. Sum

(ii) Procurement process for the totality of all tenders concluded for the appointment of CIDB contractor grading designation 2CE PE Targeted Enterprise subcontractors (3 x individual tenders prescribed, 40 copies of the tender document required for each individual tender) Prov. Sum

(iii) Procurement process for the totality of all tenders concluded for the appointment of CIDB contractor grading designation 3CE PE Targeted Enterprise subcontractors (2 x individual tenders prescribed, 40 copies of the tender document required for each individual tender) Prov. Sum

(iv) Procurement process for the totality of all tenders concluded for the appointment of CIDB contractor grading designation 4CE PE Targeted Enterprise subcontractors (1 x individual tenders prescribed, 40 copies of the tender document required for each individual tender) Prov. Sum

(v) Procurement process for the totality of all tenders concluded for the appointment of CIDB contractor grading designation 4CE PE Targeted Enterprise subcontractors (1 x individual tenders prescribed, 40 copies of the tender document required for each individual tender) Prov. Sum

The unit of measurement shall be the number of individual subcontract agreements concluded with Targeted Enterprise subcontractors in accordance with the procurement process described in this Part G.

Each tendered rate shall be in full compensation for the management and execution of the Targeted Enterprise procurement process in the relevant CIDB contractor grading designation scheduled, including for the compilation, printing, binding and issue of the tender documents for each tender, for the advertising of each tender, for the provision of the venue and the conducting of each compulsory briefing session for tenderers, for the conducting of each tender opening process, for the adjudication of the tenders received for each tender, for the preparation of each tender adjudication report and the review thereof in conjunction with the PMT, for the award of each tender and for the conclusion of the subcontract agreement with each successful Targeted Enterprise tenderer.

**Item      Unit**

#### **G10.02 Construction Works for Targeted Enterprises:**

- (a) Payments associated with the construction Works carried out by Targeted Enterprise subcontractors appointed in terms of Part G      PC sum (PC Sum)
- (b) Handling costs and profit in respect of subitem G10.02(a) above percentage (%)
- (c) Supply of materials and small plant to assist Targeted Enterprise subcontractors appointed in terms of Part G provisional sum (Prov. Sum)
- (d) Handling costs and profit in respect of subitem G10.02(c) above percentage (%)
- (e) Contractor's charge for the management of the Targeted Enterprise subcontractors appointed in terms of Part G      lump sum (Sum)

Expenditure under subitems G10.02(a) and (c) shall be in accordance with clause 6.6 of the General Conditions of Contract, 3rd Edition 2015.

The provisional sum for subitem G10.02(a) is provided to cover the total cost of the construction Works carried out by the Targeted Enterprises as certified by the Employer's Agent, in separate payments for each Targeted Enterprise in accordance with Part G of the Particular Specifications.

The tendered percentage for subitem G10.02(b) is the percentage of the amount actually spent under subitem G10.02(a), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the construction Works carried out by the Targeted Enterprise subcontractors.

The provisional sum for subitem G10.02(c) is provided to cover the total cost of the materials and small plant supplied by the Contractor to assist the Targeted Enterprises as certified by the Employer's Agent, in separate payments for each Targeted Enterprise in accordance with Part G of the Particular Specifications.

The tendered percentage for subitem G10.02(d) is the percentage of the amount actually spent under subitem G10.02(c), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the supply of materials and small plant by the Contractor to assist the Targeted Enterprise subcontractors.

The tendered lump sum for subitem G10.02(e) shall include full compensation for the registration of all the subcontract agreements and the management of all the Targeted Enterprise subcontracts, including for the provision of the necessary management support, coaching, guidance and mentoring to the Targeted Enterprise subcontractors.

**Item      Unit**

**G10.03 Training of learners employed by Targeted Enterprise subcontractors:**

- (a) Generic skills:
  - (i) Training costs prime cost (PC) sum
  - (ii) Handling costs and profit in respect of subsubitem G10.03(a)(i) above      percentage (%)
- (b) Entrepreneurial skills:
  - (i) Training costs prime cost (PC) sum
  - (ii) Handling costs and profit in respect of subsubitem G10.03(b)(i) above      percentage (%)
- (c) Engineering skills:
  - (i) Training costs prime cost (PC) sum

(ii)	Handling costs and profit in respect of subsubitem G10.03(c)(i) above	percentage (%)
(d)	Training venue facility, including the cost of transporting the learners to and from this facility lump sum (Sum)	
(e)	Transportation and accommodation costs of selected learners only, while receiving off-site training:	
(i)	Transportation and accommodation costs	provisional sum (Prov. Sum)
(ii)	Handling costs and profit in respect of subsubitem G10.03(e)(i) above	percentage (%)

Expenditure under subsubitems G10.03(a)(i), (b)(i), (c)(i) and (e)(i) shall be in accordance with clause 6.6 of the General Conditions of Contract, 3<sup>rd</sup> Edition 2015.

The prime cost sum for each of subsubitems G10.03(a)(i), (b)(i) and (c)(i) is provided to cover the total costs of the required training in generic skills, entrepreneurial skills and engineering skills respectively, including for the procurement of the services of the accredited trainers and their delivery of the training courses to the learners employed by Targeted Enterprise subcontractors, the provision of all training materials including all stationery and study materials, and the wages of the learners for the duration of the courses. The payment of wages to learners in terms of subsubitems G10.03(a)(i), (b)(i) and (c)(i) will only be made to those learners who attend and successfully complete each course of the approved training programme. Payment shall not be made to learners who, once selected, do not attend or only partially complete structured training courses.

The Contractor's own personnel shall be permitted to attend the training courses provided for the learners employed by the Targeted Enterprise subcontractors only to the extent that the venue and its facilities can efficiently and comfortably accommodate the additional number of learners. All additional costs relating to such attendance by the Contractor's own personnel shall be carried by the Contractor and shall not be considered for payment in terms of item G10.03, including for any additional costs related to the accredited trainers and their delivery of the training courses, the provision of additional training materials, and the wages of the learners from the Contractor's own personnel for the duration of the courses.

The tendered percentage for each of subsubitems G10.03(a)(ii), (b)(ii) and (c)(ii) is the percentage of the amount actually spent under each of subsubitems G10.03(a)(i), (b)(i) and (c)(i) respectively, and shall include full compensation for the handling costs of the Contractor and the profit in connection with the provision of the training in generic skills, entrepreneurial skills and engineering skills respectively, including for the costs of record keeping and reporting with respect to the training received by each learner, and the costs of the compilation of the portfolio of evidence with respect to each Targeted Enterprise.

The tendered lump sum for subitem G10.03(d) shall include full compensation for the provision of the training venue facility complete and serviced as specified, including for the provision of power, water, sewerage and cleaning services for the duration of the contract, for lighting, power points and voltage stabilizers, for air conditioning, blinds, fire extinguishers, floodlights, furniture and whiteboards, for the provision of security at the facility, for all other costs necessary to maintain the facility for the duration of the contract, and for the removal of the facility on completion of the contract. The tendered lump sum shall also include full compensation for transporting the learners on each day of training from their place of work to this training venue facility, and back again after the training for the day has been delivered by the accredited trainers. Payment of the lump sum shall be made in three instalments as follows:

The first instalment, 50% of the lump sum, shall be paid after the contractor has met all his obligations regarding the provision of the training venue facility, complete and serviced as specified, and the facility has been successfully commissioned for use.

The second instalment, 35% of the lump sum, shall be paid when 75% of the training courses proposed in accordance with the Contractor's structured training programme, as approved by the PMT, have been delivered to the learners by the accredited trainers.

The third and final instalment, 15% of the lump sum, shall be paid when training for all the Targeted Enterprise subcontracts has been concluded and the facility has been dismantled and removed from the site.

The provisional sum for subsubitem G10.03(e)(i) is provided to cover all costs related to the transportation and accommodation costs of selected learners only, while receiving off-site training, where such learners have been specifically selected in conjunction with the PMT to receive such off-site training and where such training cannot be delivered using the training venue facility provided by the Contractor in terms of subitem G10.03(d).

The tendered percentage for subsubitem G10.03(e)(ii) is the percentage of the amount actually spent under subsubitem G10.03(e)(i), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the transportation and accommodation costs of selected learners only, while receiving off-site training.

*Add the following new payment item:*

<u>ITEM</u>	<u>UNIT</u>
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G10.04 Penalties:

(a) Fixed penalty for non-compliance for Contract Participation Goals requirements per occurrence	No requirements per occurrence
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A fixed penalty deduction will be calculated in accordance with item G1003(d)

*Add the following new payment item:*

<u>ITEM</u>	<u>UNIT</u>
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G10.05 Part G:

(a) Targeted Enterprise	The Contract Participation Target for Targeted Enterprise	Prov. Sum
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Expenditure under these items will be made in accordance with the Part G

**PRESCRIBED CIDB CONTRACTOR GRADING DESIGNATION ALLOCATION DIAGRAM FOR WORKS TO BE CONSTRUCTED BY TARGETED ENTERPRISE SUBCONTRACTORS IN TERMS OF PART G**

**The prescribed CIDB contractor grading designation allocation diagram for the Works to be constructed by Targeted Enterprise subcontractors in terms of this contract is given below**

SECTION	DESCRIPTION	TARGETED ENTERPRISE CIDB CONTRACTOR GRADING DESIGNATION		
		1CE PE Max: R0,20 m	2CE PE Max: R0,65 m	3CE PE Max: R2,00 m
1500	ACCOMMODATION OF TRAFFIC	X <sub>(1)</sub>		
1600	OVERHAUL		X <sub>(1)</sub>	
1700	CLEARING AND GRUBBING		X <sub>(1)</sub>	
2100	DRAINS	X <sub>(1)</sub>		
2200	PREFABRICATED CULVERTS		X <sub>(1)</sub>	
2300	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS			X <sub>(1)</sub>

3100	BORROW MATERIALS		X <sub>(1)</sub>	
3300	MASS EARTHWORKS			X <sub>(1)</sub>
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL			
3500	STABILIZATION			
5100	PITCHING, STONEWORK AND PROTECTION AGAINST EROSION			
5800	LANDSCAPING AND PLANTING PLANTS			
	TOTAL NUMBER OF TARGETED ENTERPRISE SUBCONTRACTORS <u>PRESCRIBED</u> FOR EACH CIDB CONTRACTOR GRADING DESIGNATION			

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# **METSIMAHOLO LOCAL MUNICIPALITY**

**BID NO: MLM 15/2025/26**

**CONSTRUCTION OF STORMWATER CHANNELS IN THEMBA KHUBEKA AND  
ZAMDELA.**

## **C4: SITE INFORMATION**

### **TABLE OF CONTENTS**

- C4.1      LOCALITY PLAN**
- C4.2      DRAWINGS**

The Themba Khubeka stormwater channel is located 30km south-east of Sasolburg. Themba Khubeka is situated in the Metsimaholo local Municipality within the Fezile Dabi District Municipality. The proposed stormwater channel is illustrated in the figure below.

The geographical co-ordinates for the site are:

Latitude	26° 53' 51.44" S
Longitude	28° 3' 30.85" E



STORMWATER CHANNEL IN THEMBA KHUBEKA

The Zamdela stormwater channel is located 15km south-east of Sasolburg. Zamdela Township is situated in the Metsimaholo local Municipality within the Fezile Dabi District Municipality. The proposed stormwater channel is illustrated in the figure below.

The geographical co-ordinates for the site are:

Latitude	26° 51' 9.60"S
Longitude	27° 51' 29.88"E



**STORMWATER CHANNEL IN ZAMDELA TOWNSHIP**

## C4.2 DRAWINGS

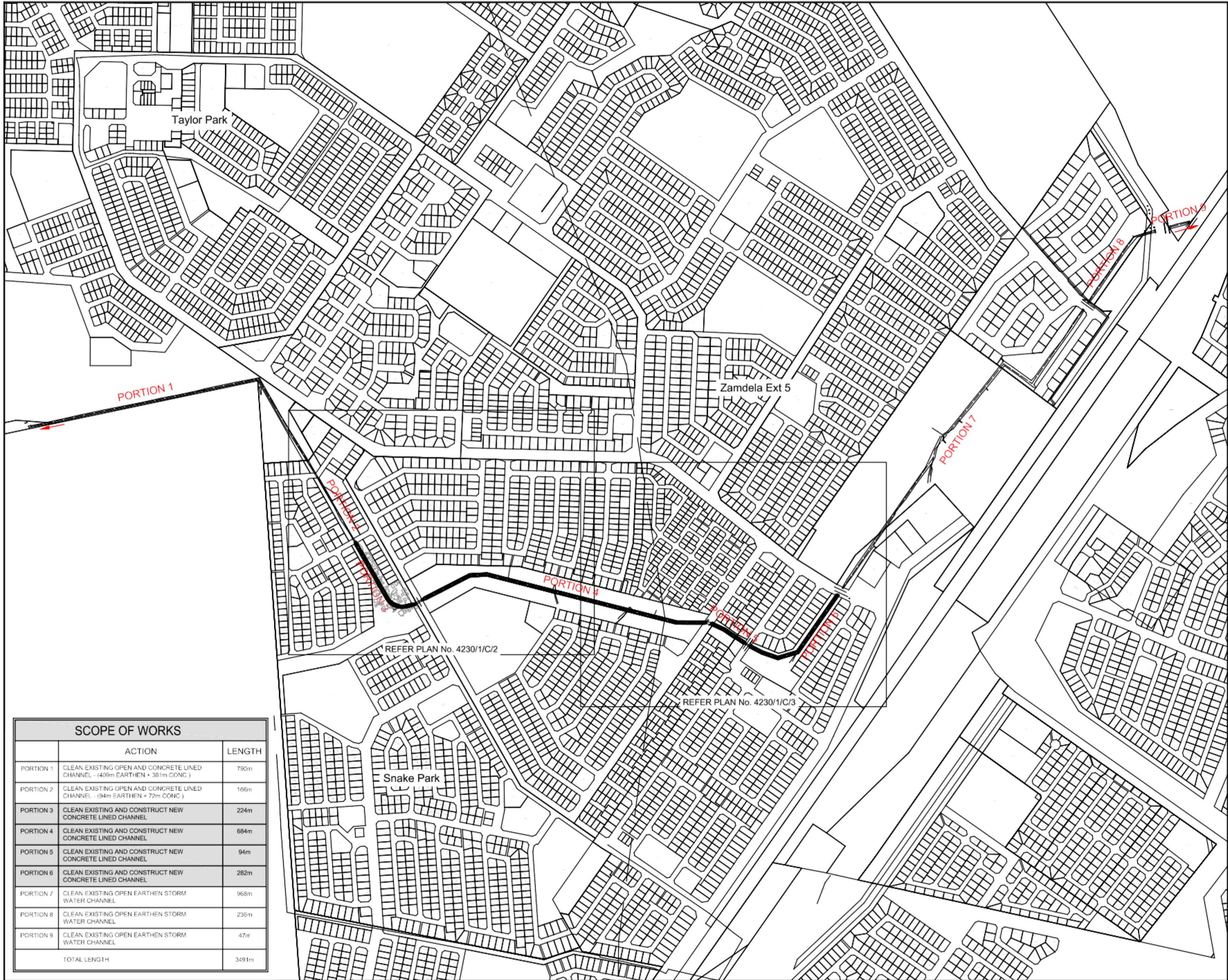
The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work. The work shall be carried out in accordance with the latest available revision of the drawings Approved for Construction (AFC).

At commencement of the contract, the Engineer shall deliver to the Contractor copies of the AFC drawings and any instructions required for the commencement of the works. From time to time thereafter during the progress of the works, the Engineer may issue further drawings for construction purposes as may be necessary for adequate construction, completion and defects correction of the works.

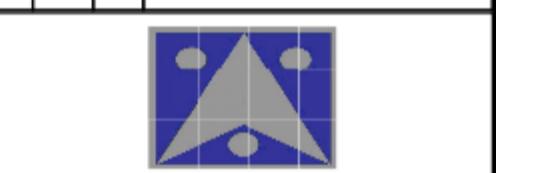
All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.

## **LIST OF DRAWINGS:**

## NOTES



REVISIONS			
NO.	DATE	BY	DESCRIPTION

DIKGABO CONSULTING ENGINEERS  
AND PROJECT MANAGERS

91 Bowling Avenue  
Nanangapade Manor  
Sandton  
2198  
Tel: (011) 656 4075  
Fax No: 086 550 7497  
e-mail: froy@dikgabo.co.za

CLIENT	SIGNATURE
METSIMAHOLO LOCAL MUNICIPALITY	
	DATE

ARCHITECT	---
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PROJECT	---
---------	-----

### CONSTRUCTION OF STORM WATER CHANNELS IN ZAMDELA

DRAWING TITLE

### GENERAL LAYOUT PLAN

RESPONSIBLE PERSON	DATE	PROFESSIONAL ENGINEER
DESIGNED: DW COETZEE	08/2025	LW MEYER
DRAWN: R STEENKAMP	08/2025	PR No: 900388
SURVEY: H COETZEE	08/2025	
CHECKED: L VROYEN	08/2025	
CONTACT: 083 281 6544		SIGNATURE: _____

DRAWING PURPOSE

PRELIMINARY	FOR TENDER
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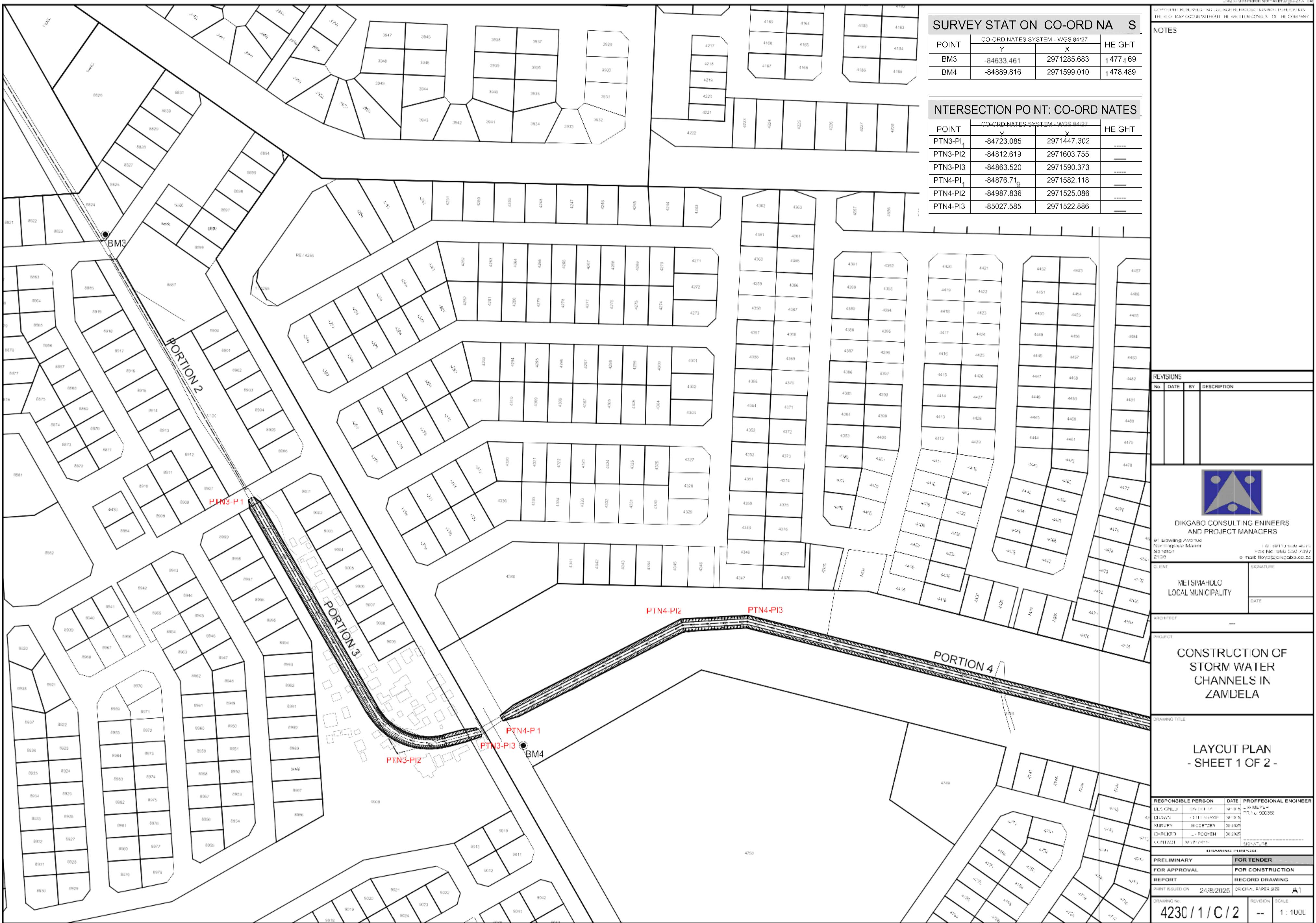
FOR APPROVAL	FOR CONSTRUCTION
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REPORT	RECORD DRAWING
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PRINT ISSUED ON	26/8/2025	ORIGINAL PAPER SIZE	A1
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DRAWING NO.	4230 / 1 / C / 1	REVISION	---
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SCALE	1 : 4000
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NOTES

**SURVEY STATION: CO-ORDINATES**

POINT	COORDINATES SYSTEM - WGS 84/27		HEIGHT
	Y	X	
BVC	-85534.254	2971631.728	1478.638
BVT	-85662.020	2971577.608	1478.381

## INTERSECTION POINT: CO-ORDINATES

POINT	CO-ORDINATES SYSTEM - WGS 84/27		HEIGHT
	Y	X	
PTN4-PI4	-85464.296	2971633.582	—
PTN4-PI5	-85532.383	2971633.744	----
PTN5-PI1	-85543.051	2971635.565	—
PTN5-PI2	-85575.764	2971650.740	----
PTN5-PI3	-85623.685	2971682.661	—
PTN6-PI1	-85631.880	2971687.329	----
PTN6-PI2	-85661.645	2971702.807	—
PTN6-PI3	-85697.401	2971715.210	----
PTN6-PI4	-85743.121	2971701.623	—
PTN6-PI5	-85836.070	2971568.305	----

## REVISIONS

No.	DATE	BY	DESCRIPTION



DIKCABO CONSULTING ENGINEERS  
AND PROJECT MANAGERS

91 Bowling Avenue  
Normanby Manor  
Sandton  
2196

CLIENT	SIGNATURE
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## METSIMAHOLC LOCAL MUNICIPALITY

**ARCHITECT**

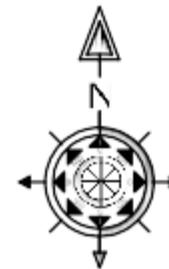
## CONSTRUCTION OF STORM WATER CHANNELS IN ZAMDELA

LAYOUT PLAN  
SHEET 3 OF 3

RESPONSIBLE PERSON		DATE	PROFESSIONAL ENGINEER
DESIGNED	BY DOK VI	08/06/2025	L. W. VILLY-JH PR N. 000388
DRAWN	BY L. NAKRI	08/06/2025	
SUPERVISED	BY DÖTTER	08/06/2025	
CHECKED	BY RODDEN	08/06/2025	
CONTACT	0302914501		SIGNATURE
DRAWING PURPOSE			
PRELIMINARY		FOR TENDER	
FOR APPROVAL		FOR CONSTRUCTION	
REPORT		RECORD DRAWING	
DATE ISSUED UP	24/8/2025	ORIGINAL PAPER SIZE	A1
DRAWING NO.	4230/1/C/3	REVISION	SCALE
	--	1:1000	

SURVEY STATION. CO-ORDINATES			
POINT	CO-ORDINATES SYSTEM - WGS 84/29		HEIGHT
	Y	X	
BM1	92994.70	2977198.999	1514.061
BM2	93608.395	2977129.472	1509.118
BM3	93636.165	2976961.625	1508.749
BM4	93105.317	2976680.322	1510.171
BM5	93537.91	2976628.396	1507.496
BM6	94214.531	2976530.093	1499.007

INTERSECTION POINT: CO-ORDINATES			
POINT	CO-ORDINATES SYSTEM - WGS 84/20		HEIGHT
	Y	X	
S1P <sub>11</sub>	93586.780	2976935.698	-----
S1P <sub>12</sub>	93512.064	2976415.720	-----
S2P <sub>11</sub>	93138.883	2976692.202	-----
S2P <sub>12</sub>	93543.444	2976634.104	-----



THE 1990 CENSUS OF POPULATION: COUNT OF THE POPULATION, BY PLACE OF RESIDENCE

## OTES

DATE	BY	DESCRIPTION



DKGABO CONSULTING ENGINEERS  
AND PROJECT MANAGERS

Below 12th Avenue  
Morningside Manor  
Edmonton  
T6B 2G6  
Phone: (403) 452-4674  
Fax: (403) 452-7495  
e-mail: [info@mornside.com](mailto:info@mornside.com)

ISSN 0011-8264/87  
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METSIMAHOLU  
LOCAL MUNICIPALITY

# CONSTRUCTION OF STORM WATER CHANNELS IN THEMBA KHUBEKA

WING TITLE

## LAYOUT PLAN AND CO-ORDINATES

RESPONSIBLE PERSON		DATE	PROFESSIONAL ENGINEER
SIGNED	DA COETZEE	06-2022	W MFYER I-N. No. 550350
WORK	REINFORCING	06-2022	
W.D.	100.00	06-2022	
SKHE	L. MCCYEN	06-2022	
W.D.	100.00	06-2022	
BIRMINGHAM		SIGNATURE	

**DRAWING PURPOSE**

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**FOR TENDER**

PORT RECORD DRAWING

ISSUED ON 26/8/2025 ORIGINAL PAPER SIZE A1

4230 / 3 / C / 1

4230727071 -- 1:1000

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GENERAL LAYOUT PLAN

