

TENDER NO.: 8/2/2/454 (2026-2029)

**TENDER NO.: 8/2/2/454 (2026-2029)  
(7CE OR HIGHER)**



**TENDER DOCUMENT  
FOR THE**

**BID TO APPOINT A SERVICE PROVIDER  
FOR THE CONSTRUCTION OF A NEW  
WASTE CELL AT WALKERVILLE  
LANDFILL SITE – PHASE 1 FOR MIDVAAL  
LOCAL MUNICIPALITY FROM 01 JULY  
2026 UNTIL 30 JUNE 2029**

**NOTE:**

- The Quality Scoring Criteria is on page 20 of this document
- The Form of Offer and Acceptance (C1.1), including construction period, is on page 113 of this document
- The Summary Of Bill Of Quantities is on page 189 of this document

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**TENDERER**  
**NAME** : .....

**CSD SUPPLIER**  
**NUMBER** : .....

**ADDRESS** : .....  
.....  
.....

**Postal Code** : .....

**TELEPHONE** : .....

**CONTACT PERSON** : .....

**EMAIL** : .....

MIDVAAL LOCAL MUNICIPALITY

CONTRACT NO: 8/2/2/454 (2026-2029)

<b>GENERAL TENDER INFORMATION</b>
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<b>TENDER ADVERTISED</b>	:	13 MAY 2026
<b>ESTIMATED CIDB CONTRACTOR GRADING</b>	:	<b>7CE OR HIGHER</b>
<b>CLARIFICATION MEETING</b>	:	25 MAY 2026 STARTING AT 10H00
<b>VENUE FOR CLARIFICATION MEETING</b>	:	Walkerville Landfill Site, Corner Plantation Road and R82  (GPS CO-ORDINATES 26°28'44.10"S, 27°56'26.69"E).
<b>CLOSING DATE</b>	:	19 JUNE 2026
<b>CLOSING TIME</b>	:	10H00 AM
<b>CLOSING VENUE</b>	:	Ground Floor Tender Box A, Midvaal Municipal Offices, No 25 Mitchell Street, Meyerton, 1961

**Tender  
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**MIDVAAL LOCAL MUNICIPALITY**

**TENDER NO: 8/2/2/454 (2026-2029)**

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MIDVAAL LOCAL MUNICIPALITY

CONSTRUCTION OF A NEW WASTE CELL AT WALKERVILLE LANDFILL SITE – PHASE 1

**T1.1 TENDER NOTICE AND INVITATION TO TENDER**

**BID 8/2/2/454 (2026 - 2029) (7CE OR HIGHER) BID TO APPOINT A SERVICE PROVIDER FOR THE CONSTRUCTION OF A NEW WASTE CELL AT WALKERVILLE LANDFILL SITE – PHASE 1 FOR MIDVAAL LOCAL MUNICIPALITY FROM 01 JULY 2026 UNTIL 30 JUNE 2029**

Employer Tender Number:8/2/2/454 (2026 - 2029)(7CE OR HIGHER)  
CIBD Reference Number: 100116729

MIDVAAL LOCAL MUNICIPALITY INVITES TENDERS FOR BID TO APPOINT A SERVICE PROVIDER FOR THE CONSTRUCTION OF A NEW WASTE CELL AT WALKERVILLE LANDFILL SITE – PHASE 1 FOR MIDVAAL LOCAL MUNICIPALITY FROM 1 JULY 2026 UNTIL 30 JUNE 2029

It is estimated that tenderers should have a CIBD OF **7CE** or higher contractor grading designation.

Preferences are offered to tenderers who suitable experience and suitably qualified employees and resources to render the services. The council reserves the right to accept any bid of part thereof and does not bind itself to accept the lowest or any bid and not to consider any bid not suitably endorsed or comprehensively competed.

**SPECIFIC GOALS & POINTS:**

Locality: 5 Points  
B-BBEE: 5 Points

- Bids will be evaluated and adjudicated according to the following criteria:
- relevant specifications and technical proposals,
- value for money,
- capability to execute the contract,
- Midvaal SCM policy, PPPFA, PPPFA regulations and any other relevant legislation's,
- As well as any supporting documents where required and local content (if applicable)
- Details of the specific goals' allocation are demonstrated in the bid document

**Please Note:**

1. No faxed or e-mailed tenders will be accepted.
2. All tenders must be submitted on the official forms (not to be re-typed). Only original signed tender documents will be accepted.
3. Bids must be completed in black ink. No correction fluid will be allowed. All alterations must be crossed-out and initialled.
4. Where a compulsory briefing session is required, it is the onus of the bidder to attend and arrive in time. Late arrivals will not be allowed to sign the attendance register and will be deemed to be absent. No bids will be considered from bidders who did not attend the briefing session.
5. Midvaal Local Municipality will not accept any bid with missing pages and not fully completed with the required attachments.
6. Bids will be evaluated and adjudicated according to the following criteria:
  - a) Relevant specifications and technical proposals
  - b) Value for money
  - c) Capability to execute the contract.
  - d) Midvaal SCM Policy, Preferential Procurement Policy and any other relevant legislations
  - e) Supporting documents where required
7. Details of the specific goals' allocation are demonstrated in the bid document.

Only tenderers who have read and signed the provisions of the rules and specifications which are included in the bid documents are eligible to submit tenders.

A non-refundable tender deposit of R1,003.30 payable by proof of deposit is required on collection of the Tender documents.

A hard copy may be purchased at the Supply Chain Municipal Offices, 25 Mitchell Street, Meyerton, 1960, at a non-refundable amount of: R 1 003.30 VAT inclusive for a document with pages 301 and more.

These prices are applicable to formal bids only, and purchases are to be made at the rates and taxes hall during office hours Monday – Friday, 07:30 – 15:00 or alternatively direct deposits (no cheques accepted) to:

Midvaal Local Municipality,  
Bank: Nedbank,  
Account Number: 1224797469,

Branch: Public Sector -Central Gauteng

NB: Please use the bid/tender number as reference and remember to bring proof of payment for collection of bid documents. Alternatively, bidding documents may be requested via [tenders@midvaal.gov.za](mailto:tenders@midvaal.gov.za). The bidding document will be sent to the requesting bidder free of charge.

The bid document will also be made available for download on the National Treasury e-Tenders portal. Bidders using this option are hereby advised to monitor the portal regularly for updates and uploaded addendum documents during the time the bid is advertised. It is the responsibility of the bidder to ensure that they are up to date with all issued documents.

Bids are to be sealed in an envelope marked with the relevant bid number and description as indicated on the bidding documents and are to be placed in the tender box situated at:

Block A – Ground Floor,  
25 Mitchell Street,  
Meyerton,  
1961

Bids are to be submitted between 07:30 and 16:00, Mondays to Fridays, prior to the closing date and time. No late submissions will be considered.

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

ENGINEERING SERVICES

Tel No. 0163605861

E-mail. [tenders@midvaal.gov.za](mailto:tenders@midvaal.gov.za)

or

FINANCIAL SERVICES

Tel No. 0163607453

E-mail. [tenders@midvaal.gov.za](mailto:tenders@midvaal.gov.za)

A compulsory clarification meeting with representatives of the Employer will take place at Walkerville landfill site 26°28'45.5"S 27°56'27.1"E on 25 May 2026 starting at 10h00.

The closing time for receipt of Tenders is 10h00 on Friday, June 19, 2026.

Emailed and Late Tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued.

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

MIDVAAL LOCAL MUNICIPALITY

CONSTRUCTION OF A NEW WASTE CELL AT WALKERVILLE LANDFILL SITE – PHASE 1

T1.1.1 LOCALITY PLAN: CLARIFICATION MEETING VENUE – WALKERVILLE LANDFILL SITE



WALKERVILLE LANDFILL SITE, Corner Plantation Road and R82 (GPS CO-ORDINATES 26°28'44.10"S, 27°56'26.69"E)

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MIDVAAL LOCAL MUNICIPALITY

## CONSTRUCTION OF A NEW WASTE CELL AT WALKERVILLE LANDFILL SITE – PHASE 1

### T1.2 TENDER DATA

Tender Data is covered in two sections. T1.2.1 refers to the Standard Conditions of Tender, while T1.2.3 sets out Additional Conditions of Tender.

#### T1.2.1 Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity as published in CIDB Board Notice 136 of 2015 as published in Government Gazette No 38960 of 10 July 2015 and as amended and supplemented by the Tender Data in this Section T1.2 (see [www.cidb.org.za](http://www.cidb.org.za)). The complete extract originally published page numbers “34” to “45” is bound into Section T1.3. These Conditions of Tender are furthermore subject to the requirements of the Preferential Procurement Regulations, 2022, published in Government Gazette No 47452 dated 4 November 2022.

The Standard Conditions of Tender make several references to the tender data. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.

- Note:
- 1 These Standard Conditions of Tender are identical to those contained in Annex F of SANS 294: 2004, Construction Procurement Processes, Procedures and Methods.
  - 2 Annex E of SANS 294, Construction Procurement Processes, Procedures and Methods, and SAICE's Practice Manual #1, The use of South African National Standards in Construction Procurement, provides guidance on referencing these Standard Conditions of Tender in procurement documents.

### 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 in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a tender 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; and
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

#### **F.1.4. Communication and Employer's Agent**

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

#### **F.1.5. The Employer's Right to Accept or Reject Any Tender Offer**

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

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

#### **F.1.6. Procurement Procedures**

##### **F.1.6.1. General**

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

##### **F.1.6.2. Competitive Negotiation Procedure**

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

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

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

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

**F.1.6.3. Proposal Procedure Using The Two-Stage System**

**F.1.6.3.1. Option 1**

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

**F.1.6.3.2. Option 2**

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

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

**F.2 TENDERER'S OBLIGATIONS**

**F.2.1. Eligibility**

**F.2.1.1.** *Submit a tender offer only if the tenderer satisfies the criteria stated in the Tender Data and the tenderer, or any of his principals, is not under any restriction to do business with 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 any testing necessary to demonstrate that aspects of the offer complies with requirements.*

**F.2.3. Check Documents**

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

**F.2.4. Confidentiality and Copyright of Documents**

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

**F.2.5. Reference Documents**

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

**F.2.6. Acknowledge Addenda**

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

**F.2.7. Clarification Meeting**

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

**F.2.8. Seek Clarification**

*Request clarification of the tender documents, if necessary, by notifying the Employer at least five working days before the closing time stated in the Tender Data.*

**F.2.9. Insurance**

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

**F.2.10. Pricing the Tender Offer**

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

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

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

**F.2.10.4.** *State the rates and prices in Rand unless instructed otherwise in the Tender Data. The Conditions of Contract identified in the Contract Data may provide for part payment in other currencies.*

**F.2.11. Alterations to Documents**

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

**F.2.12. Alternative Tender Offers**

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

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

**F.2.13. Submitting a Tender Offer**

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

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

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

**F.2.13.4.** *Sign the original and all copies of the tender offer where required in terms of the Tender Data. NOTE THAT ONLY ORIGINAL SIGNATURES ARE VALID. 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 shall 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 withdrawn or substituted by giving the Employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.*
- F.2.16.4.** *Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".*
- F.2.17. Clarification of Tender Offer after Submission**  
*Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.*
- Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*
- F.2.18. Provide other Material**
- F.2.18.1.** *Provide, on request by the Employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarised 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.*
- F.2.18.2.** *Dispose of samples of materials provided for evaluation by the Employer, where required.*
- F.2.19. Inspections, Tests and Analyses**  
*Provide access during working hours to premises for inspections, tests and analyses 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.*

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**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 procurement documents.*

**F.3.1.2.** *Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to pre-qualify 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 pre-qualified in the first instance, either as individual firms or as another joint venture; or*
- c) in the opinion of the Employer, acceptance or the material change would compromise the outcome of the prequalification process.*

**F.3.2. Issue Addenda**

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

**F.3.3. Return Late Tender Offers**

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

**F.3.4. Opening of Tender Submissions**

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

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

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

**F.3.5. Two-envelope system**

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

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

**F.3.6. Non-disclosure**

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

**F.3.7. Grounds for Rejection and Disqualification**

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

**F.3.8. Test for Responsiveness**

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

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

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

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

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

**F.3.9. Arithmetical Errors, Omissions and Discrepancies**

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

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

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

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

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

- a) *If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.*
- b) *Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.*

**F.3.10. Clarification of a Tender Offer**

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

**F.3.11. Evaluation of Tender Offers**

**F.3.11.1. General**

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

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

*In the case of a financial offer:*

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

**F.3.11.3. Method 2: Financial Offer and Preference**

*In the case of a financial offer and preferences:*

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

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

where:

- $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7
  - $N_P$  is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8
- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
  - d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
  - e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

**F.3.11.4. Method 3: Financial Offer and Quality**

*In the case of a financial offer and quality:*

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

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

where:

- $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7
  - $N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.
- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
  - d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
  - e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so, and the process set out in this sub clause is repeated.

**F.3.11.5. Method 4: Financial Offer, Quality and Preferences**

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

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

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

where:

- $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7
- $N_p$  is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.
- $N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

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

**F.3.11.6. Decimal Places**

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

**F.3.11.7. Scoring Financial Offers**

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

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

where:

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

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

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

**F.3.11.8. Scoring Preferences**

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the Tender Data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the Tender Data.

**F.3.11.9. Scoring Quality**

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data. Calculate the total number of tender evaluation points for quality using the following formula:

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

where:

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

**F.3.12. Insurance Provided by the Employer**

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

**F.3.13. Acceptance of Tender Offer**

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participation 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 Offer and Acceptance before the expiry of the validity period stated in the Tender Data, or agreed additional period.*

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

**F.3.17. Provide Copies of the Contracts**

*Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the Form of Offer and Acceptance.*

**F.3.18. Provide Written Reasons for Actions Taken**

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

## T1.2.2 Variations to the Standard Conditions of Tender

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall take precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Tender, as per the Construction Industry Development Board (CIDB) Notice 357 of 2019 in Government Gazette 42561 of 5 July 2019 (The Notice), shall apply to this tender. Accordingly, the Contractor Grading Designation is referenced according to the Notice and in the tables below.

TABLE G1: CONTRACTOR GRADING DESIGNATIONS AND ASSOCIATED PARAMETERS

<b>Contractor Grading Designation</b>	<b>Tender Value Range designation</b>	<b>Maximum Value of Contract that a Contractor is considered capable of performing (R)</b>
1 (class of construction works)	1	500 000
2 (class of construction works)	2	1 000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 000 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	No limit

## F.1 General

### F.1.1 Actions

Add the following:

The Employer is MIDVAAL LOCAL MUNICIPALITY, represented by Director- PMU Engineering Services.

### F.1.2 Tender Documents

Add the following:

The following documents form part of this tender:

**VOLUME 1:** The General Conditions of Contract for Construction Work, 3<sup>rd</sup> Edition (2015) as published by the South African Institution of Civil Engineering (SAICE), are applicable to this Contract and obtainable from [www.saice.org.za](http://www.saice.org.za). The General Conditions of Contract are not bound into this document, but are available at the Contractor's expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685.

**VOLUME 2:** Standard specifications, SANS.

Volumes 1 and 2 may also be inspected, by appointment, at the offices of **Midvaal Local Municipality** during normal office hours.

The tender documents issued by the Employer comprise:

**VOLUME 3:** The Tender Document (this document), in which is bound:

#### The Tender

##### Part T1: Tendering Procedures

T1.1 Tender Notice And Invitation To Tender

##### Part T2: Returnable Documents

T2.1 List Of Returnable Documents

T2.2 Returnable Schedules

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**The Contract**

**Part C1: Agreements and Contract Data**

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Performance Guarantee
- C1.4 Adjudication
- C1.5 Occupational Health And Safety Agreement

**Part C2: Pricing Data**

- C2.1 Pricing Instructions
- C2.2 Bill Of Quantities

**Part C3: Scope Of Work**

- C3.1 Description Of The Works
- C3.2 Construction
- C3.4 Management
- C3.5 Annexes

**Part C4: Site Information**

- C4.1 Geotechnical Investigation

Volume 3 is deemed the "Returnable Documents" which must be returned to the Employer in terms of submitting a tender offer.

*Add the following additional clause:*

**Tender and / or Document Deposit**

A non-refundable tender deposit of R 1 003.30 including VAT payable by proof of deposit, cash or bank guaranteed cheque is required on collection of the Tender documents.

**F.1.4 Communication and Employer's Agent**

*Add the following:*

Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents.

The Employer's Agent is:

**Ditlou Consulting Engineers**  
PO Box 15684  
**LYNN EAST**  
0039  
Tel No: 012 548 0196  
Fax No: 012 548 0298  
E-mail : [poppy@ditloucon.co.za](mailto:poppy@ditloucon.co.za)  
alternatively [info@ditloucon.co.za](mailto:info@ditloucon.co.za)

## F.2 Tenderer's obligations

### F.2.1 Eligibility

*Add the following after F.2.1.2*

Only those tenderers who satisfy the following criteria are eligible to submit tenders:

#### A. Competencies of Management and Supervisory Staff

Only those tenderers who have in their employ, management and supervisory staff satisfying the requirements of the Scope of Work, are eligible to submit tenders. NQF Level 5 will be a minimum requirement for supervisors.

#### B. Construction Industry Development Board (CIDB) Registration

Only tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, and have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, for a **7CE** class of construction work, are eligible to have their tenders evaluated.

#### C. Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the **7CE** class of construction work;
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **7CE** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations; and
4. Page **Error! Bookmark not defined.** reflects the alpha-numeric associated with the contractor Grading Designations.

### F.2.7 Clarification Meeting

*Add the following:*

The arrangement for a compulsory clarification meeting is as stated in the Tender Notice and Invitation to Tender.

Tenderers should be represented at the clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

**F.2.10.3** This tender is subject to contract price adjustment as detailed in Clause 6.8.2.

### F.2.12 Alternative Tender Offers

*Add the following after F.2.12.2:*

- A. If a tenderer wishes to submit an alternative offer, he shall do so as a separate complete offer on a separate complete set of tender documents clearly marked as an "Alternative Tender" in order to distinguish it from the unqualified tender. The only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.
- B. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.
- C. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the tender for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

- D. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer (after adding contingencies and VAT) to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed. Tenderers are required to indicate alternative tender offers in Schedule A12: Alterations / Amendments By Tenderer in T2.2 Returnable Schedules.

### F.2.13 Submitting a Tender Offer

- A. *Add the following at the end of F.2.13.3:*  
Parts of each tender offer communicated on paper shall be submitted as an original with no copies.
- B. *Add the following after the first sentence of F.2.13.4:*  
The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.
- C. *Add the following after the first sentence of F.2.13.5:*  
The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:
- |                               |   |   |
|-------------------------------|---|---|
| <b>Location of tender box</b> | : | Tender Box at Block A   |
| <b>Physical address</b>       | : | Midvaal Local Municipality Civic Centre, No. 25 Mitchell Street, Meyerton                 |
| <b>Identification details</b> | : | Tender number - <b>8/2/2/454 (2026-2029)</b><br>Contract No. <b>8/2/2/454 (2026-2029)</b> |

Sealed tenders with the Tenderer's name and address and the endorsement "**TENDER NO 8/2/2/454 (2026-2029) for Contract No 8/2/2/454 (2026-2029)**" - on the envelope, must be placed in the appropriate official tender box at the abovementioned address.

### F.2.15 Closing Time

- F.2.15.1 *Add the following:*  
The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

### F.2.16 Tender Offer Validity

- F.2.16.1 *Add the following:*  
The tender offer validity period is **90 days**

### F.2.17 Clarification of Tender Offer after Submission

*Add the following:*  
A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by the Employer, or confirmation of registration with CIDB within the time for submission stated in the Employer's written request for such clarification or confirmation. A tender may be rejected if the unit rates or lump sums for some of the items in the bills/schedules of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the tenderer fails, within the time stated in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged.

### F.2.23 Certificates

*Add the following:*  
The tenderer is required to submit the following certificates with the tender:

#### A. Certificate of Contractor Registration (CIDB)

Certificate of Contractor Registration issued by the Construction Industry Development Board. Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner. (Document B1 in Part T2, page 108).

#### B. Tax Clearance Certificate

Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and shall submit/append documentary evidence/proof in the form of an original or certified copy of a valid Tax Clearance Certificate OR a pin code issued by the South African Revenue Services. Failure to provide either of these will result in the tender being rejected. (Document B2 in Part T2, page 109).

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

**C. Bargaining Council Certificates**

Where applicable, a certificate of compliance issued by the relevant Bargaining Council.

Each party to a Consortium/Joint Venture shall submit separate certificates in the above regard.

**D. Tenders exceeding R10 million**

Where the tendered amount inclusive of VAT exceeds R10 million, the following should be submitted:

- i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
- ii) a certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- iii) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard. (Document B4 in Part T2, page 111).

### F.3 **The Employer's Undertakings**

#### F.3.1 **Respond to Requests from the Tenderer**

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

#### F.3.4 **Opening of Tender Submissions**

##### F.3.4.1 *Add the following:*

The time and location for the opening of the tender offers is:

Time : 10H00 on 19 June 2026

Location : Midvaal Local Municipality Civic Centre, No. 25 Mitchell Street, Meyerton

Tenders will be opened approximately 15 minutes after the closing time for tenders.

#### F.3.8 **Test for Responsiveness**

*Add the following after F.3.8.2:*

Tenders will be considered non-responsive if:

- the tender is not in compliance with the Scope of Work;
- the tenderer has not completed and/or signed the Offer portion of C1.1 Form of Offer and Acceptance;
- the tenderer does not comply with the Contractor's CIDB grading designation specified in F.2.1.1 above;
- The tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the Employer's written request; and
- The tenderer has failed to provide sufficient evidence of technical experience, capable staff, plant available, realistic maximum use of Local Labour and SMME's for the project in terms of the quality component of the adjudication.

#### F.3.11 **Evaluation of Tender Offers**

##### F.3.11.1 **General**

*Add the following:*

The procedure for the evaluation of responsive tenders is **Method 2**, where the total number of adjudication points achieved  $T_{EV} = N_{FO} + N_P$  as detailed below.

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 F3.11.8.

##### F.3.11.3 **Method 2: Financial Offer and Preference**

Method 2, only, shall apply, however Tenderers will have to achieve the prescribed minimum requirements for functionality for their technical proposals before their financial proposals and specific goals status are evaluated.

##### F.3.11.7 **Scoring Financial Offers**

*Add the following:*

The financial offer will be scored using **Formula 2 (Option 1)** where the value of  $W_1$  is **90** points.

##### F.3.11.9 **Scoring Quality**

*Replace this clause with the following:*

Score quality in each of the categories in accordance with the Tender Data and calculate the total score for quality as detailed in the table below:

#### **QUALITY SCORING CRITERIA**

Tenderers are to submit information in respect of the following criteria upon which they will be scored for Quality. Failure to submit the relevant information will result in zero scores. Information not already catered for under other Returnable Schedules is to be inserted under Section B4 "Additional Functionality Documents".

Tenderers will have to achieve all categories of their technical proposals before their financial proposals and BBBEE status are evaluated. This is required so that there is a level of comfort that the tenderer can deliver the project with the required professionalism and quality.

**1.1.1 Scoring Process**

The Technical/Functionality Evaluation Task Team will be established to determine the following:

- Whether or not the Bidder understood the brief in terms of project specifications.
- The Contractor’s relevant experience for the assignment.
- The key personnel proposed.
- Knowledge of existing infrastructure in Midvaal.

No alteration of technical/functionality proposals will be permitted after the deadline for receipt of bids. Questions may be asked to tenderers for clarification needed to evaluate their proposals, but tenderers will not be permitted to change the substance or price of their bids after tender opening. Requests for clarification and the tenderer’s responses will be made in writing. No interviews will be conducted in this regard.

**1.1.2 The score for the Technical / Functionality Evaluation will be calculated in accordance with the table below:**

The tenderer will be evaluated for **Functionality** in line with the minimum requirements outlined below :

Evaluation will be as per the minimum requirements as listed below:

1. Company Experience
2. Key Personnel
3. Construction Plant and Equipment

**The evaluation for the Technical / Functionality Evaluation will be in accordance with the table below:**

**MINIMUM REQUIREMENTS**

The bidders should comply with the following minimum requirements; failure to do so will result in the bidder not being evaluated further for the Specific

Criteria	Requirements
<b>Company Experience</b>	Bidder is required to provide 3 (three) appointment letters with corresponding completion certificates confirming that the bidder has successfully completed 3 projects in the construction of landfill sites to a minimum value of R5m per project.  <b>Note :</b> <ul style="list-style-type: none"> <li>• <b>The experience must be strictly in the construction of Landfill Sites.</b></li> <li>• <b>The letters must be on the company letterhead and signed to be deemed valid.</b></li> </ul> <b>NB: Bidders who do not meet the minimum requirements for company experience will not be evaluated further.</b>
	<b>Key Personnel</b>
<b>Contracts Manager</b>	The minimum required Engineering qualification for a Contracts manager is a B- Tech Civil Engineering (NQF 7). In addition, the candidate must demonstrate a <b>minimum of five (5) years’ proven experience</b> within the <b>civil construction industry</b> , including the completed <b>construction of Landfill Sites</b> . This is to be clearly outlined in the CV <b>and linked to projects</b> showing their duration, adding up to the required experience  <b>Attach curriculum Vitae and Qualifications</b>  <b>NB: Bidders who do not meet the minimum requirements for a contracts manager will not be evaluated further.</b>

<p><b>General Foreman</b></p>	<p>The minimum required qualification for a foreman is a <b>Trade test in the built environment and 4 years</b> of experience in civil construction work. Landfill site experience will be an added advantage. This is to be clearly outlined in the CV and linked to projects showing their duration, adding up to the required experience.</p> <p><b>Attach a curriculum Vitae and the trade certificate.</b></p> <p><b>NB: Bidders who do not meet the minimum requirements for general foremen will not be evaluated further.</b></p>
<p><b>Safety Officer</b></p>	<p>The OHS is to have three (3) years or more of experience in construction. This is to be clearly outlined in the CV and linked to projects showing their duration, adding up to the required experience. Furthermore, the OHS is to be registered with SACPCMP (South African Council for the Project and Construction Management Professions) (either as a PrCHSO or PrCHSA) certification and an NQF 5 in Occupational Health and Safety Management.</p> <p><b>Attach curriculum Vitae, the certificate of qualification and the certificate of PR registration.</b></p> <p><b>NB: Bidders who do not meet the minimum requirements for a Safety officer will not be evaluated further.</b></p>
<p><b>Construction Plant and Equipments</b></p>	<p>Bidders are required to fill in and fully sign the certificate of undertaking for the plant</p>

**Only tenderers who fully achieve all the minimum requirements for the technical evaluation will be evaluated for the specific goals status, and financial proposals.**

CERTIFICATE OF UNDERTAKING

I, the undersigned, in submitting the accompanying bid:

**BID 8/2/2/454 (2026-2029): CONSTRUCTION OF A NEW WASTE CELL AT WALKERVILLE LANDFILL SITE – PHASE 1**

in response to the invitation for the bid made by:

Midvaal Local Municipality, 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 will ensure that all plant and equipment required for the duration of the project as per the prescribed scope of work, will be made available by myself (the bidder) upon award of contract for the entire duration of the contract as and when required for the purpose of executing the works. In the event of not owning the plant and / or equipment I will lease the required plant and equipment for use on an as and when required basis.

2. It is my (the bidder) responsibility to ensure that all plant and equipment available will be in good working condition and will not be older than 15 years (2008).

The following plant is required but not limited to, as per the list below:

Item No	Plant and equipment
1	TLB
2	Tipper Truck
3	LDV (Bakkie)
4	Excavator
5	Handtools

3. All rates must include 15% VAT.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

### F.3.13 Acceptance of Tender Offer

*A. Add the following:*

Tender offers will only be accepted if:

- a) the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;
- b) the tenderer is registered with the CIDB with an appropriate category of registration;
- c) the tenderer or any of its directors 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;
- d) the tenderer has not:
  - i) abused the Employer's Supply Chain Management System; or
  - ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;
  - iii) failed to perform on any previous contract and has been given a written notice to this effect;
- e) the tenderer has completed the Compulsory Enterprise Questionnaire 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.

#### Notification of Decision and Appeal Period

If the Supply Chain Management Tender Adjudication Committee has resolved that a tender be accepted, the successful and unsuccessful tenderers shall be notified in writing of this decision.

Section 62 of the Local Government Municipal Systems Act 2000 (No. 32 of 2000) gives any person whose rights have been affected by such a decision, the right to appeal such decision within 21 days of notification of the decision.

- set out the reasons for the appeal;
- state in which way the appellant's rights have been affected by the decision;
- state the remedy sought, and
- be accompanied by a copy of the notification advising the tenderer of the decision of the Supply Chain Management Tender Adjudication Committee.

Tenderers are hereby informed also of their right to request reasons for the decision in terms of the Promotion of Administrative Justice Act (No. 3 of 2000).

The notification of the decision sent to the successful tenderer is **not** acceptance of the tender and no rights shall accrue to the successful tenderer in terms of this notification. The successful tenderer will be notified in writing after 21 days of the notification of any final decision (i.e. Acceptance) or of any developments with respect to the appeal process, and if applicable, procedures for the commencement of the work.

The consideration of appeals and if necessary, the invalidation of any decision made, shall be dealt with in terms of the Midvaal LM's] appeals process.

### F.3.17 Provide Copies of the Contracts

*Add the following:*

The number of paper copies of the signed contract to be provided by the Employer is one.

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### T1.2.3 Additional Conditions of Tender

The additional conditions of tender are:

#### T1.2.3.1 Compliance with Occupational Health and Safety Act 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with the tender, appended to Schedule B5, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover *inter-alia* the following details:

- 1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- 2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- 3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- 4) Regular monitoring procedures to be performed.
- 5) Regular liaison, consultation and review meetings with all parties.
- 6) Site security, welfare facilities and first aid.
- 7) Site rules and fire and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.5 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the contract.

#### T1.2.3.2 Eligibility with Respect to Expanded Public Works Programme

This tender qualifies for consideration as an Expanded Public Works Programme project and maximum use of local labour as stated below.

##### **Labour Intensive Construction/use of Local Labour**

It is the requirement of the tender that the work be executed in such a manner as to maximise the use of labor in order to provide the local community with employment opportunities (where applicable).

The contractor will also be required to report monthly on the amount of local labour in accordance with the Municipal infrastructure Grant programme and EPWP programme reporting formats which will be provided to the successful contractor.

#### T1.2.3.3 Claims Arising after Submission of Tender

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:

- 1) inspected the Contract Drawings and read and fully understood the Conditions of Contract.
- 2) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby.

- 4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.

#### **T1.2.3.4 Imbalance in Tendered Rates**

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price.

Should the Tenderer fail to amend the Tender in a manner acceptable to the Employer, the Employer may reject the Tender.

#### **T1.2.3.5 Community Liaison Officer**

It is a requirement of this Contract that a Community Liaison officer (CLO) be appointed for the area represented by the Tender. The function of the CLO shall be to represent the local community in matters concerning the use of local labour on the works and to assist with and facilitate communication between the Contractor, the Engineer and the local communities.

The period of appointment of the CLO shall be as stated in the Contract for Temporary Employment as a Community Liaison officer referred to below. The date of commencement of temporary employment of the CLO shall be as agreed with the Engineer.

The identification of the approved CLO to be appointed by the Contractor under the Contract shall be resolved by the Contractor, the particular Ward Councillors in collaboration with the Local Community in the form of a Project Steering Committee. It will be required, therefore, that the successful Tenderer (i.e. the Contractor) enter into a contract for the employment of the above-mentioned CLO, the parties to which will be the Contractor, the Local Authority and the CLO.

To this end a specimen Form of Contract for the Temporary Employment as a Community Liaison Officer is included in this document; this Form of Contract sets out, inter alia, the agreement between the parties, the duties and conditions of employment of the CLO (including the rate of remuneration to be paid).

As said contract will be between the Contractor and the CLO, all costs involved shall be borne by the Contractor and the tender shall be deemed to include for this.

Further to all of the above, the Tenderer/Contractor is referred to the relevant items contained in the Special Conditions of Contract and the relevant Annexure included in the Contract Document

#### **T1.2.3.6 Labour Intensive Construction/Use of Local Labour**

It is a requirement of the Contract that the work be executed in such a manner as to maximize the use of labour in order to provide the local community with employment opportunities (where applicable) in accordance with the approved Council Policy and Guidelines.

It is a specific requirement of this Tender that the successful Tenderer employs, in consultation with the CLO, unemployed persons from the ranks of the local communities and the immediate surroundings, who possess the appropriate skills required for a contract of this nature.

- In order to achieve the recruitment of local labour, the Local Communities would establish, together with the Local Authority, a database of unemployed persons, indicating their specialized training, previous experience and employment, etc. The successful Tenderer will be required to follow the approved Council Policy and Guidelines and to liaise with the Member of the Mayoral Committee: Engineering Services (MMC) in recruiting his workforce and will be required to produce weekly records suitably detailed to enable the Engineer/Employer, or his authorized representative, and the Local Communities to ascertain that the abovementioned labour requirements are achieved.

- The Contractor is required to provide informal skills training so that the required standard of workmanship is maintained.
- Any difficulty experienced by the Tenderer/Contractor in the procurement of the requirement percentages of local labour is to be referred immediately to the Engineer.

The contractor will also be required to report monthly on the amount of local labour in accordance with the Municipal Infrastructure Grant programme and EPWP program reporting formats which will be provided to the successful contractor.

#### **T1.2.3.7 Invalid Tenders**

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1 Form of Offer and Acceptance);
- b) if the tender is not completed in non-erasable ink;
- c) if the offer has not been signed;
- d) if the offer is signed, but the name of the tenderer is not stated or is indecipherable.

#### **T1.2.3.8 Negotiations with Preferred Tenderers**

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

Minutes of any such negotiations shall be kept for record purposes.

#### **T1.2.3.9 General Supply Chain Management Conditions Applicable To Tenders**

The successful tenderer will be required to enter into a Performance Management Agreement with the Employer. To this end Tenderers must complete Schedule A15: Performance Management System.

Tenderers are also required to indemnify the Employer from and against the liabilities stated in Schedule A16: Midvaal Local Municipality Indemnity.

Tenderers are further required to prove that their municipal services, rates and taxes are not more than three months in arrears with the relevant municipality / landlord. Schedule A17: Municipal Services, Rates and Taxes Clearance Certificate for Supply Chain Management Purposes must be duly completed.

#### **T1.2.3.10 Combating Abuse of the Supply Chain Management Policy**

Tenderers are required to complete Schedule A11 : Compulsory Enterprise Questionnaire in full

#### **T1.2.3.11 UIF Payments**

The Tenderer shall submit to the Employer a letter from the Department of Labour indicating his/her good standing with regard to UIF payments upon being requested to do so.

#### **T1.2.3.12 Registration with Bargaining Council**

Tenderers must be registered with a relevant Bargaining Council (if such be in place) and provide the applicable Certificate of Compliance in terms of the relevant Government Gazette.

#### **T1.2.3.13 Price Variations**

Refer to Clause 6.8.2 and Clause F.2.10.3 of Contract Data to ascertain whether Contract Price Adjustment will apply to this contract.

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## Part T2: Returnable Documents

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T2.2 Returnable Schedules	31 - 117

MIDVAAL LOCAL MUNICIPALITY

CONSTRUCTION OF A NEW WASTE CELL AT WALKERVILLE LANDFILL SITE – PHASE 1

**T2.1 LIST OF RETURNABLE DOCUMENTS**

The tenderer must complete and return documents **A1 to A36; B1 to B4; C1.1, C1.2 and C2** as listed below as part of his/her tender submission:

SCHEDULE	DESCRIPTION	PAGE	TICK BOX
	Returnable documents required for tender evaluation purposes		
<b>Schedule A</b>	<b>Documents incorporated in this tender document that must be completed and signed by all tenderers</b>		
A1	Authority To Sign Documents	32	
A2	Letter Of Good Standing With Workmen’s Compensation Commissioner	33	
A3	Clarification Meeting Certificate	34	
A4	Certificate Of Authority For Joint Ventures (only if Tenderer is a JV)	35	
A5	Schedule Of Work Experience Of Tenderer	36	
A6	Current And Recent Projects For Midvaal Local Municipality	38	
A7	Schedule Of Construction Plant	39	
A8	<del>Schedule Of Estimated Monthly Expenditure</del> (NOT REQUIRED)	44	
A9	Schedule Of Local Subcontractors	42	
A10	Details Of Experience Of Contract Manager, Site Agent And General Foreman	43	
A11	Compulsory Enterprise Questionnaire	45	
A12	Alterations / Amendments By Tenderer	48	
A13	Adjudication Of Tenders On Points Basis	49	
A14	Schedule Of Daywork Rates	51	
A15	Record Of Addenda To Tender Documents	53	
A16	Size Of Enterprise And Current Workload	54	
A17	Staffing Profile	55	
A18	Financial Capability to Execute the Project	56	
A19	Joint Venture Disclosure Form	57	
A20	Details Of Alternative Tenders Submitted	65	
A21	Amendments And Qualifications By Tenderer	66	
A22	Declaration Of Interest (Mbd 4)	67	
A23	Declaration Of Tenderer’s Past Supply Chain Management Practices (Mbd 8)	70	
A24	Declaration For Procurement Above R10 Million (Vat Included)	72	
A25	Certificate Of Independent Tender Determination (Mbd 9)	74	
A26	Form Concerning Fulfilment Of The Construction Regulations 2003	77	
A27	Tender Document	79	
A28	General Information (Procurement)	85	
A29	Specific Goal	88	
A30	Declaration Certificate For Local Production And Content (Mbd 6.2)	91	
A31	Tenderer’s Financial Standing	98	
A32	Performance Management System	99	
A33	Midvaal Local Municipality Indemnity	104	
A34	Municipal Services, Rates And Taxes Clearance Certificate For Supply Chain Management Purpose	105	
A35	Schedule Of Estimated Local Labour	106	
<b>Schedule B</b>	<b>Additional Documents to be provided by the Tenderer and attached to his/her tender</b>		

SCHEDULE	DESCRIPTION	PAGE	TICK BOX
	Returnable documents required for tender evaluation purposes		
B1	Cidb Contractor Registration Certificate	107	
B2	Tax Clearance Certificate And Financial Statements (Mbd2)	108	
B3	Preliminary Programme	110	
B4	Additional Functionality Documents Refer to Clause 4.3 of Government Gazette – 1 February 2008 for clarification on this issue	111	
B5	Health and Safety Plan		
*	Joint Venture agreement (if applicable) - append to Schedule A4		
*	A Certificate of Contractor Registration issued by the Construction Industry Development Board - append to Schedule B1.		
*	[Where the contract is expected to exceed R10 million including VAT, further documents are required – append to Schedule B4		
<b>Schedule C</b>	<b>Other Documents that will form part of The Contract</b>		
C1.1	Form Of Offer And Acceptance	113	
C1.2	Contract Data	118	
C1.3	Performance Guarantee	134	
C1.4	Adjudication	137	
C1.5	Occupational Health And Safety Agreement	138	
C1.6	Contract Of Temporary Employment As Community Liaison Officer (CLO)	140	
C2	Pricing Data and Bill of Quantities	144	
C3	Scope of Work	194	
C4	Site Information	273	

Tenderers are to indicate by a tick in the tick box column that they have completed and submitted the relevant form and/or included the applicable attachment.

**NB: TENDERERS MUST COMPLETE THESE DOCUMENTS / DATA SHEETS / FORMS IN BLACK INK**

The Tenderer, identified in the signature block below, confirms that he or she has completed and submitted all the relevant forms and included the applicable attachments and understands that the information provided therein shall form the basis of the evaluation of his or her tender. Providing information that is lacking or poorly presented, leading to the tenderer not achieving the required number of Technical / Functionality points, will result in the tenderer being disqualified and his or her tender not being considered further.

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**





**A2. LETTER OF GOOD STANDING WITH WORKMEN'S COMPENSATION  
COMMISSIONER**

### A3. CLARIFICATION MEETING CERTIFICATE

This is to certify that I/We\* .....

of (tenderer) .....

.....

of (address) .....

.....

.....

Telephone number .....

Fax number .....

Email .....

on (date) .....

have examined the Site of the Works and its surroundings for which I/we\* am/are\* submitting this Tender and have, so far as is practicable, familiarised myself/ourselves\* with all information, risks, contingencies and other circumstances which may influence or affect my/our\* tender.

\*Delete whichever is inapplicable

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

**A4. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

This Returnable Schedule is to be completed only if Tenderer is a joint venture.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorise

Mr/Ms ....., authorised signatory of the company, close corporation or partnership..... acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature :..... Name :..... Designation :.....
		Signature :..... Name :..... Designation :.....
		Signature :..... Name :..... Designation :.....
		Signature :..... Name :..... Designation :.....

**Note:**

A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this Schedule.

MIDVAAL LOCAL MUNICIPALITY

**A5. SCHEDULE OF WORK EXPERIENCE OF TENDERER**

Tenderers shall insert in the Schedule hereunderwith details of work successfully carried out by them of a similar nature to that for which their tender is submitted. Failure to complete this Schedule will be taken to indicate that the Tenderer has no experience in this class of work.

COMPLETED CONTRACTS				
Employer (Name, Tel, Fax, Email)	Consulting Engineer (Name, Tel, Fax, Email)	Nature Of Work	Value of Work R(M)	Date Completed
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

CURRENT CONTRACTS				
Employer (Name, Tel, Fax, Email)	Consulting Engineer (Name, Tel, Fax, Email)	Nature Of Work	Value of Work R(M)	Anticipated Completion Date
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				

If there is insufficient space above, the tenderer may append additional sheets.

Number of additional sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

MIDVAAL LOCAL MUNICIPALITY  
 CONTRACT NO: 8/2/2/454 (2026-2029)

**A6. CURRENT AND RECENT PROJECTS FOR MIDVAAL LOCAL MUNICIPALITY**

Tenderers must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of the client.

CURRENT PROJECTS			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE
TOTAL AMOUNT OF PROJECTS CURRENTLY UNDERTAKEN FOR MIDVAAL LOCAL MUNICIPALITY			R

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE





**A8. SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE**

The tenderer shall state his estimated expenditure indicating the values of each monthly claim in terms of Clause 6.10 of the General Conditions of Contract, which he/she estimates will arise based on his/her preliminary programme and tendered rates, in the table below. *The total of the monthly amounts shall be equal to the tender sum.*

MONTH	VALUF
1	R
2	R
3	
4	
5	
6	R
7	R
8	R
	R
	R
	R
	R
	R
SUBTOTAL	R
CONTINGENCIES (10.%)	R
SUBTOTAL	R
VAT (15%)	R
<b>TOTAL (INCLUDING VAT @ 15%)</b>	<b>R</b>

NOT REQUIRED

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

### A9. SCHEDULE OF LOCAL SUBCONTRACTORS

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

LOCAL SUBCONTRACTORS						
Category/type	Subcontractor Name/Address/Contact Person/Phone/Fax/Details of Organisation/Firm/Experience	(a) HDI Ownership (%)	CIDB Contractor Grading	Items of work (pay items) to be undertaken by the Subcontractor	(b) Estimated Cost of Work (Rand)	(c) = (a) x (b) Contribution to HDI Ownership (Rand)
A) SUBTOTAL FOR LOCAL SUB-CONTRACTORS (Excluding VAT)				R		
B) TOTAL CONTRACT VALUE (Excluding VAT)				R		
PERCENTAGE OF CONTRACT VALUE FOR LOCAL SUB-CONTRACTORS (A x B / 100)						
%						
C) SUBTOTAL FOR CONTRIBUTION TO HDI OWNERSHIP (Excluding VAT)				R		
D) TOTAL CONTRACT VALUE (Excluding VAT)				R		
PERCENTAGE OF CONTRACT VALUE FOR HDI CONTRIBUTION (C x D / 100)				%		

If there is insufficient space above, the tenderer may append additional sheets.

Number of additional sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL)

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

Should the actual percentage of the Contract Value for Local Sub-Contractors be less than stated in this form the Employer reserves the right to deduct an amount from the payment due to the contractor by applying a deduction formula as contained in **Clause 6.10.6.1 Deductions for Non-Compliance** of the Contract Data on page 124.

**SIGNED BY/ON BEHALF OF TENDERER:**

NAME

SIGNATURE

DATE

MIDVAAL LOCAL MUNICIPALITY

### A10. DETAILS OF EXPERIENCE OF CONTRACT MANAGER, SITE AGENT AND GENERAL FOREMAN

Tenderers shall set out in the Schedule hereunder details of the experience of the Contract Manager, Site Agent and General Foreman in work of a similar nature to that for which this Tender is submitted.

**Note that all personnel stated at tender stage can only be replaced on site with someone of equivalent or greater experience after approval from the Employer.**

Failure to complete this Schedule may result in the Tender not being considered.

CONTRACT MANAGER				
NAME			NQF LEVEL	
Contract and Client	Nature Of Work	Position Held	Value Of Work	Year Completed

SITE AGENT				
NAME			NQF LEVEL	
Contract and Client	Nature Of Work	Position Held	Value Of Work	Year Completed

GENERAL FOREMAN				
NAME			NQF LEVEL	
Contract and Client	Nature Of Work	Position Held	Value Of Work	Year Completed

If there is insufficient space above, the tenderer may append additional sheets.

Number of additional sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL)

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

MIDVAAL LOCAL MUNICIPALITY

**A11. 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.

**Section 1: Name of enterprise** .....

**Address of enterprise** .....

.....

**Section 2: VAT registration number, if any** .....

**Section 3: CIDB registration number, if any** .....

**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 **X**, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation participating in this tender is currently or has within the last 12 months, been in the service of any of the following:

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

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

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

\*insert separate page if necessary

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

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

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

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

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

\*insert separate page if necessary

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

- i) authorises the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that neither the name of the enterprise nor 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;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- iv) 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;
- v) 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:**

ENTERPRISE NAME

DATE

NAME

POSITION

SIGNATURE

**A12. ALTERATIONS / AMENDMENTS BY TENDERER**

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

The Tenderer’s attention is drawn to Clause F.3.8 on page 11 of the Standard Conditions of Tender, referenced on page 20 in the Tender Data, regarding the Employer’s handling of material deviations and qualifications.

If no deviations or modifications are desired, the Schedule hereunder is to be marked NIL and signed by the Tenderer.

No alternative Tender will be considered unless a Tender free of qualifications and strictly on the basis of the Tender Documents is also submitted.

PAGE/ITEM	CLAUSE/DESCRIPTION

If there is insufficient space above, the tenderer may append additional sheets.  
 Number of additional sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL)

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

**MIDVAAL LOCAL MUNICIPALITY**

**A13. ADJUDICATION OF TENDERS ON POINTS BASIS**

Information provided should be as comprehensive as possible as the Tenderer's approach to this subject will be an important criterion in the tender adjudication process. Failure to provide the information could prejudice a tender.

Responsive tenders will be adjudicated on the following basis (see Amended CIDB Conditions of Tender):

Responsive tenders will be evaluated in terms of the Supply Chain Management policy of the Midvaal Local Municipality. The Tender Committees, Tender Evaluation Committee, Tender Adjudication and Accounting Officer will work on the evaluation of the tender. The lowest tender will not necessarily be accepted and the right to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by the Midvaal Local Municipality.

The Tender shall be scored on a **90/10** point system where 90 will be for the price and 10 points is in terms of Specific goals

The Tender obtaining the highest amount of points will be awarded the Contract unless extenuating circumstances dictate otherwise. Points scored will be rounded off to one decimal place.

In the event of equal points scored, the Tender will be awarded to the Tenderer scoring the highest points for specific goals.

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

**1. GENERAL CONDITIONS**

The following preference point systems are applicable to all tenders:

- the 80/20 system for requirements with a Rand value of up to R50,000,000; and
- the 90/10 system for requirements with a Rand value above R50,000,000.

The value of this tender is estimated to exceed R50,000,000 and therefore the **90/10** system shall be applicable.

Preference points for this tender shall be awarded for B-BBEE Status verified by an accredited assessor.

**THE POINTS FOR THIS TENDER ARE ALLOCATED AS FOLLOWS:**

	<b>BREAKDOWN</b>	<b>WEIGHT</b>
1.	Price	90
2.	Specific goals	10
	<b>Total</b>	<b>100</b>

In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution and location in accordance with the table below:

<b>GOAL</b>	<b>WEIGHT</b>	<b>REQUIRED PROOF</b>	<b>SUBMITTED (TICK)</b>	
			<b>Yes</b>	<b>No</b>
<b>Local Enterprise</b>	5 Points, if the business operates within the jurisdiction of Midvaal Local Municipality	Rates and Taxes statement in the name of the business, or that of its director(s); OR Confirmation of the company's director(s) ward		
	3 Points, if the business operates outside Midvaal but within the Sedibeng District jurisdiction			
	1 Points, if the business operates outside the Sedibeng jurisdiction			

(5 points)	0 points for non-submission		and voting district as per the IEC (Independent Electoral Commission of South Africa).		
	<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90 / 10 system)</b>	B-BBEE certificate: - issued by the DTIC (The Department of Trade and Industry and Competition) through CIPC; OR - from an accredited		
	1	5			
	2	4			
	3	3			
	4	2			
	5	1			
	6	0			

The tenderer shall attach a copy of his B-BBEE certificate to this page as proof of his status level.

Failure on the part of a tenderer to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.

The client 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 client.

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

**WITNESS 1:**

**NAME**

**SIGNATURE**

**DATE**

**WITNESS 2:**

**NAME**

**SIGNATURE**

**DATE**

## A14. SCHEDULE OF DAYWORK RATES

This Dayworks Schedule will be used at the discretion of the Engineer for valuation of extra works which cannot conveniently be valued at rates submitted in the Bill of Quantities. All price rates shall be exclusive of VAT.

The rates entered for labour, equipment and plant shall be exclusive of overhead charges and profit, site supervision of staff, insurance, holidays with pay and use and maintenance of small hand tools and non-mechanical plant, travelling allowances, other emoluments and allowances. Provision will be made for the insertion of percentages to cover all these items which are henceforth termed "on-costs", consumable stores, maintenance, etc.

In the case of plant no "on-costs" item is provided. The rate entered shall include any of the above "on-costs" which are pertinent and shall include profit, operator's costs, consumable stores, maintenance, depreciation, etc.

Failure to complete this Schedule may result in the Tender not being considered.

### A. LABOUR

Normal Working Time:

1	Labourers	R.....	per hour plus	..... %	"On-Cost"
2	Gangers	R.....	per hour plus	..... %	"On-Cost"
3	Artisans	R.....	per hour plus	..... %	"On-Cost"
4	Other				
	(a).....	R.....	per hour plus	.....%	"On-Cost"
	(b)	R.....	per hour plus	..... %	"On-Cost"
	.....				

Overtime

1	Labourers	R.....	per hour plus	..... %	"On-Cost"
2	Gangers	R.....	per hour plus	..... %	"On-Cost"
3	Artisans	R.....	per hour plus	..... %	"On-Cost"
4	Other				
	(a).....	R.....	per hour plus	.....%	"On-Cost"
	(b)	R.....	per hour plus	..... %	"On-Cost"
	.....				

**B. PLANT**

DESCRIPTION	TYPE	RATE PER HOUR	
		WORKING	STANDING
Trucks and ADTs			
Bulldozers			
Excavators			
Tractor & Trailer			
Loaders			
Graders			
Water tankers			
Compaction rollers			
Tractor – Loader – Backhoe			
Lowbed Truck			
Compressor including Hammers and Hoses			
Other			

**C. MATERIAL**

The Tenderer shall state here the percentage “On-costs” that should be added to the nett cost of materials:

..... %

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

### A15. RECORD OF ADDENDA TO TENDER DOCUMENTS

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

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

If there is insufficient space above, the tenderer may append additional sheets.

Number of additional sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL)

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

MIDVAAL LOCAL MUNICIPALITY

**A16. SIZE OF ENTERPRISE AND CURRENT WORKLOAD**

What was your turnover in the previous financial year? R .....

What is the estimated turnover for your current financial year? R .....

Physical facilities:

Provide information on offices, factories, yards and warehouses occupied by your enterprise (attach details if the space provided is not enough)

Description	Address	Area (m <sup>2</sup> )

List your current contracts and obligations:

Description	Value (R)	Start date	Duration	Expected completed date

Do you have the capacity to supply the goods and services described in this tender, should the contract be awarded to you?

Yes  No

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

MIDVAAL LOCAL MUNICIPALITY

### A17. STAFFING PROFILE

Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

Own staff: gender and race	Number of staff

Staff to be employed for the project: gender and race	Number of staff

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

MIDVAAL LOCAL MUNICIPALITY

**A18. FINANCIAL ABILITY TO EXECUTE THE PROJECT**

Provide details on the surety you will provide if the tender is awarded to you

AMOUNT

Which of the following institutions will provide surety?

- Bank registered in terms of the Bank Act 1990 (Act 94 of 1990): .....
- Insurance Company registered in terms of the Short Term Insurance Act 1998 (Act 53 of 1998): .....
- Cash: .....

*Provide the estimated cash flow on the project in terms of submissions of payment certificates or payment schedules to the Employer*

Month no	Amount (VAT included)			Cumulative cash flow
	a Received	b Payments made	a - b Net cash flow	
1			d	j=d
2			e	j+e=k
3			f	k+f=l
4			g	l+g=m
5			h	m+h=n
6			Etc.	Etc.
7				
8				
9				
10				
11				
12				
Maximum negative cash flow: Take the largest negative number in the last column and write it in here → → → → → →				

**Notes:**

- (i) Value added tax to be included in all amounts
- (ii) Assume payment of certificates within 30 days of approval of certificate

From what sources will you fund the above amount (e.g. Funds internally available, bank overdraft, loan, etc)

**SIGNED BY/ON BEHALF OF TENDERER:**

NAME

SIGNATURE

DATE

MIDVAAL LOCAL MUNICIPALITY

**A19. JOINT VENTURE DISCLOSURE FORM**

**GENERAL**

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
  - a. the contributions of capital and equipment
  - b. work items to be performed by the Affirmable Joint Venture Partner's own forces
  - c. work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

**1. JOINT VENTURE PARTICULARS**

- a) Name.....
- b) Postal address.....  
.....  
.....
- c) Physical address .....  
.....  
.....
- d) Telephone.....
- e) Fax

**2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER**

- 2.1(a)** Name of Firm .....
- Postal Address.....
- Physical Address .....
- Telephone.....
- Fax.....
- Contact person for matters pertaining to Joint Venture Participation Goal requirements:  
.....

- 2.2(a)** Name of Firm .....

Postal Address.....  
Physical Address .....  
Telephone.....  
Fax.....  
Contact person for matters pertaining to Joint Venture Participation Goal requirements:  
.....  
*(Continue as required for further non-Affirmable Joint Venture Partners)*

**3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER**

**3.1(a)** Name of Firm .....  
Postal Address.....  
Physical Address .....  
Telephone.....  
Fax.....  
Contact person for matters pertaining to Joint Venture Participation Goal requirements:  
.....

**3.2(a)** Name of Firm .....  
Postal Address.....  
Physical Address .....  
Telephone.....  
Fax.....  
Contact person for matters pertaining to Joint Venture Participation Goal requirements:  
.....

**3.3(a)** Name of Firm .....  
Postal Address.....  
Physical Address .....  
Telephone .....  
Fax.....  
Contact person for matters pertaining to Joint Venture Participation Goal requirements:  
.....

4. **BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

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

5. **OWNERSHIP OF THE JOINT VENTURE**

- a) Affirmable Joint Venture Partner ownership percentage(s) ..... %
- b) Non-Affirmable Joint Venture Partner ownership percentage(s) ..... %
- c) Affirmable Joint Venture Partner percentages in respect of : \*
  - i) Profit and loss sharing .....
  - ii) Initial capital contribution in Rands .....

(\*Brief descriptions and further particulars should be provided to clarify percentages).

- iii) Anticipated on-going capital contributions in Rands .....
- iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

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

6. **RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES**

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

**7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE**

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

- a) Joint Venture cheque signing

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

- b) Authority to enter into contracts on behalf of the Joint Venture

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

- c) Signing, co-signing and/or collateralising of loans

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

- d) Acquisition of lines of credit

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

- e) Acquisition of performance bonds

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

- f) Negotiating and signing labour agreements

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

**8. MANAGEMENT OF CONTRACT PERFORMANCE**

(Fill in the name and firm of the responsible person).

- a) Supervision of field operations

.....

b) Major purchasing

.....

c) Estimating

.....

d) Technical management

.....

**9. MANAGEMENT AND CONTROL OF JOINT VENTURE**

a) Identify the “managing partner”, if any,

.....

.....

.....

.....

b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

.....

c) Describe the management structure for the Joint Venture’s work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”.)

**10. PERSONNEL**

- a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

- b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

- (i) Number currently employed by Affirmable Joint Venture Partners

.....

- (ii) Number currently employed by the Joint Venture

.....

- c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

- d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

- e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

**11. CONTROL AND STRUCTURE OF THE JOINT VENTURE**

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature .....

Duly authorised to sign on behalf of.....

Name .....

Address .....

Telephone.....

Date .....

---

Signature .....

Duly authorised to sign on behalf of.....

Name .....

Address .....

Telephone.....

Date .....

---

Signature .....

Duly authorised to sign on behalf of.....

Name .....

Address .....

Telephone.....

Date .....

Signature .....

Duly authorised to sign on behalf of.....

Name .....

Address .....

Telephone.....

Date .....

---

(Continue as necessary)

MIDVAAL LOCAL MUNICIPALITY

**A20. DETAILS OF ALTERNATIVE TENDERS SUBMITTED**

DESCRIPTION

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

MIDVAAL LOCAL MUNICIPALITY

### A21. AMENDMENTS AND QUALIFICATIONS BY TENDERER

PAGE	DESCRIPTION

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

MIDVAAL LOCAL MUNICIPALITY

**A22. DECLARATION OF INTEREST (MBD 4)**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to tender (includes an advertised competitive tender, a limited tender, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the Tenderer or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the Tenderer is employed by the state; and/or
- the legal person on whose behalf the tendering document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the tender(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the tender.

**2. In order to give effect to the above, the following questionnaire must be completed and submitted with the tender.**

- 2.1. Full Name of Tenderer or his or her representative: .....
- 2.2. Identity Number: .....
- 2.3. Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member): .....
- 2.4. Registration number of company, enterprise, close corporation, partnership agreement or trust: .....
- .....
- 2.5. Tax Reference Number: .....
- 2.6. VAT Registration Number: .....
- 2.6.1. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

<sup>1</sup>“State” means –  
(a) 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);  
(b) any municipality or municipal entity;  
(c) provincial legislature;  
(d) national Assembly or the national Council of provinces; or  
(e) Parliament.

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

2.7. Are you or any person connected with the Tenderer presently employed by the state? **YES / NO**

- 2.7.1. If so, furnish the following particulars:
- Name of person / director / trustee / shareholder/ member: .....
- Name of state institution at which you or the person connected to the Tenderer is employed: .....
- .....
- Position occupied in the state institution: .....

Any other particulars:.....  
.....  
.....  
.....

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

2.7.3. If yes, did you attach proof of such authority to the tender document? **YES / NO**

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

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

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

2.8. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1. If so, furnish particulars:

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

2.9. Do you, or any person connected with the Tenderer, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this tender? **YES / NO**

2.9.1. If so, furnish particulars:

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

2.10. Are you, or any person connected with the Tenderer, aware of any relationship (family, friend, other) between any other Tenderer and any person employed by the state who may be involved with the evaluation and or adjudication of this tender? **YES/NO**

2.10.1. If so, furnish particulars:

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

2.11. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are tendering for this contract? **YES/NO**

2.11.1. If so, furnish particulars:

.....  
.....

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

**4. DECLARATION**

I, THE UNDERSIGNED (NAME) .....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
 I ACCEPT THAT THE STATE MAY REJECT THE TENDER OR ACT AGAINST ME SHOULD THIS  
 DECLARATION PROVE TO BE FALSE.

**POSITION**

**SIGNATURE**

**DATE**

MIDVAAL LOCAL MUNICIPALITY

**A23. DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)**

- 1 This Standard Tendering Document must form part of all tenders invited.
- 2 It serves as a declaration to be used by institutions 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 tender of any Tenderer may be disregarded if that Tenderer, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the tender.**

Item	Question	Yes	No
4.1	Is the Tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).  <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>	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <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>	<input type="checkbox"/>	<input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the Tenderer or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	<input type="checkbox"/>	<input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the Tenderer and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1	If so, furnish particulars:		

---

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) .....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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.

**POSITION**

**SIGNATURE**

**DATE**

MIDVAAL LOCAL MUNICIPALITY

**A24. DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)**

TENDERERS MUST COMPLETE THE FOLLOWING QUESTIONNAIRE:

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

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

.....  
.....

1.2. If no, un-audited financial statements must be submitted with your tender.

.....  
.....

2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days? **YES / NO**

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

2.2. If yes, provide particulars.

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

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? **YES / NO**

3.1. If yes, furnish particulars.

.....  
.....

---

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) .....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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.

**POSITION**

**SIGNATURE**

**DATE**

## A25. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (MBD 9)

1. This Standard Tender Document must form part of all tenders<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 tendering (or tender rigging).<sup>2</sup> Collusive tendering is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the tender of any tenderer if that tenderer, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the tendering process or the execution of that contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
5. In order to give effect to the above, the attached Certificate of Tender Determination (MBD 9) must be completed and submitted with the tender:

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

<sup>2</sup> Tender rigging (or collusive tendering) 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 tendering process. Tender rigging is, therefore, an agreement between competitors not to compete.

**CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

I, the undersigned, in submitting the accompanying tender:

---

(Tender Number and Description)

in response to the invitation for the tender made by:

---

(Name of Institution)

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 Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the Tenderer;
4. Each person whose signature appears on the accompanying tender has been authorized by the Tenderer to determine the terms of, and to sign the tender, on behalf of the Tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - (a) has been requested to submit a tender in response to this tender invitation;
  - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the Tenderer and/or is in the same line of business as the Tenderer
6. The Tenderer has arrived at the accompanying tender 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 tendering.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  1. prices;
  2. 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 tender;
  - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
  - (f) tendering with the intention not to win the tender.
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 tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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.

**POSITION**

**SIGNATURE**

**DATE**

MIDVAAL LOCAL MUNICIPALITY

**A26. FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS 2003**

In terms of regulation 4(3) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

1. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations. (Tick)

YES	<input type="checkbox"/>
NO	<input type="checkbox"/>

2. Proposed approach to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	<input type="checkbox"/>
Own resources, still to be hired and/or trained (until competency is achieved)	<input type="checkbox"/>
Specialist subcontract resources (competent) - specify: ..... ..... ..... ..... ..... .....	<input type="checkbox"/>

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

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

4. Provide details of proposed training (if any) that will be undergone:

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

5. Potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period. (Tick)

YES	<input type="checkbox"/>
NO	<input type="checkbox"/>

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

MIDVAAL LOCAL MUNICIPALITY

## A27. TENDER DOCUMENT

### 2.3.3 CONDITIONS PERTAINING TO TARGETED PROCUREMENT

#### 2.3.3.1 PREAMBLE

*The MIDVAAL LOCAL MUNICIPALITY aims to improve the quality of life of all citizens and to free the potential of each person. Within a framework of facilitating service delivery, through efficient and effective governance, the Municipality wishes to take into account the need for transparent and effective procurement procedures that give effect to the principle of preferential procurement.*

#### 2.3.3.2 DEFINITIONS

In this policy, unless the context otherwise indicates:

2.3.3.2.1 “**Acceptable tender**” means any tender which, in all respects, complies with the conditions of tender and specifications as set out in the tender document, including conditions as specified in the Procurement Policy and Strategy Terms of Reference Act (Act 5 of 2000) and related legislation.

2.3.3.2.2 “**Chairperson**” means the chairperson of the Tender Committee.

2.3.3.2.3 “**Municipal Manager**” means the Municipal Manager of the Municipality.

2.3.3.2.4 “**Committee**” refers to the Tender Committee.

2.3.3.2.5 “**Contractor**” refers to Tenderers who have been successful in being awarded Municipality contracts.

2.3.3.2.6 “**Municipality**” refers to the MIDVAAL LOCAL MUNICIPALITY.

2.3.3.2.7 “**Equity ownership**” refers to the percentage ownership and control, exercised by individuals within an enterprise.

2.3.3.2.8 “**HDI equity ownership**” refers to the percentage of an enterprise, which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals meeting the requirements of the definition of an HDI.

2.3.3.2.9 “**Member**” means a member of the Tender Committee.

2.3.3.2.10 “**Historically disadvantaged individuals (HDIs)**” means all South African citizens –

- (i) Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993) (“the Interim Constitution”); and / or
- (ii) Who is a female; and / or
- (iii) Who has a disability:

Provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI. “

2.3.3.2.11 “**SMMs**” (Small, Medium and Micro Enterprises) refers to separate and distinct business entities, including co-operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996). Please note the attached addendum for a definition of SMMs for different economic sectors (Clause 2.3.3.14).

2.3.3.2.13 “**Contract**” refers to a legally binding agreement between the Municipality and the Contractor.

#### 2.3.3.3 LEGISLATIVE BASE

This policy is governed by the following legislation and informed by the following policy frameworks:

- Constitution of South Africa (Act 108 of 1996)
- Local Governmental Structures Act (Act 117 of 1998)
- Local Government Systems Act (Act 32 of 2000)
- Local Government Transition Act (Act 209 of 1993), if applicable.
- Preferential Procurement Policy Framework Act (Act 5 of 2000)
- Rationalisation of Local Government Affairs Act (Act 10 of 1998)
- Green Paper on Public Sector Procurement Reform in South Africa

- Ten Point Plan for Public Sector Procurement Reform in South Africa.
- Broad Based Black Economic Empowerment Act (Act No. 53 of 2003)
- Municipal Finance Management Act (Act No. 56 of 2003).

#### 2.3.3.4 SCOPE

This policy applies to all contracts awarded by the Municipality.

#### 2.3.3.5 PURPOSE

The purpose of the policy is to provide a framework within which effect can be given to the principle of preferential procurement, while ensuring that transparent, efficient and effective procurement practices are adhered to.

#### 2.3.3.6 OBJECTIVES

The objectives of the Municipality's procurement policy are to:

- 2.3.3.6.1 Provide clarity on the Municipality's approach to procurement, particularly with regards to the requirements of preferential procurement.
- 2.3.3.6.2 Provide access to contracts for historically disadvantaged individuals.
- 2.3.3.6.3 Promote SMME participation.
- 2.3.3.6.4 Promote capacity development and skills transfer.
- 2.3.3.6.5 Promote community empowerment and development.
- 2.3.3.6.6 Promote job creation.
- 2.3.3.6.7 Create an enabling contractual environment.

#### 2.3.3.7 GENERAL PRINCIPLES GOVERNING THE MUNICIPALITY IN ITS INTERACTION WITH TENDERERS

In dealing with Tenderers tendering for Municipality work, the Municipality will adhere to the principles of:

##### 2.3.3.7.1 Efficiency

- 2.3.3.7.1.1 The Municipality undertakes to administer the procurement process in the most efficient manner possible, avoiding time delays and duplication of activities.
- 2.3.3.7.1.2 Where such delays are unavoidable, the Municipality undertakes to inform all Tenderers of the nature of the delay and the revised time frames.

##### 2.3.3.7.2 Courtesy

All staff members of the Municipality will deal with Tenderers in a courteous and respectful manner.

##### 2.3.3.7.3 Transparency

- 2.3.3.7.3.1 All tendering processes will be open to the scrutiny of the public and interested parties.
- 2.3.3.7.3.2 The Municipality will take all reasonable steps to ensure that its processes are clearly defined and understandable to all interested parties.

##### 2.3.3.7.4 Access to Information

The Municipality will take reasonable steps to ensure that all Tenderers have equal access to information on the product or service to be tendering, as well as the tender process itself.

#### 2.3.3.8 ADJUDICATION OF TENDERS

Tenders are adjudicated in terms of BCMM's SCM Policy, and the following framework is provided as a guideline in this regard.

**2.3.3.8.1. Technical adjudication and General Criteria**

Tenders will be adjudicated in terms of inter alia:

- Compliance with tender conditions
- Technical specifications

If the tender does not comply with the tender conditions and technical specifications, the tender shall be rejected. Refer to page two (2) for examples.

**2.3.3.8.2 Infrastructure and resources available**

Evaluation of the following in terms of the size, nature and complexity of goods and/or services required:

- Physical facilities
- Plant and equipment available for the contract owned by the Tenderer
- Plant and equipment the Tenderer intends renting, should the contract be awarded to him.

**2.3.3.8.3 Size of enterprise, and current workload**

Evaluation of the Tenderer's position in terms of:

- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

**2.3.3.8.4 Staffing profile**

Evaluation of the Tenderer's position in terms of:

- Staff available for this contract being tendered for
- Qualifications and experience of key staff to be utilised on this contract.

**2.3.3.8.5. Previous experience**

Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- Some or all of the references will be contacted to obtain their input.

**2.3.3.8.6 Financial ability to execute the contract**

Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following:

- Surety proposed
- Estimate cash flow
- Contact the tender's bank manager to assess the Tenderer's financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose.

**2.3.3.9 ADJUDICATION USING A POINTS SYSTEM**

2.3.3.9.1 The Tenderer obtaining the highest number of total points will be awarded the contract.

2.3.3.9.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.

2.3.3.9.3 Points scored must be rounded off to the nearest 2 decimal places.

2.3.3.9.4 In the event that two or more tenders have scored equal total points, the successful tender must be the one scoring the highest number of preference points for B-BBEE.

2.3.3.9.5 However, when functionality is part of the evaluation process and two or more tenders have scored equal points including equal preference points for B-BBEE, the successful tender must be the one scoring the highest score for functionality.

2.3.3.9.6 Should two or more tenders be equal in all respects, the award shall be decided by the drawing of lots.

2.3.3.10. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

$P_s$  = Points scored for comparative price of tender under consideration

$P_t$  = Comparative price of tender under consideration

$P_{\min}$  = Comparative price of lowest acceptable tender

**Points awarded for B-BBEE Status Level of Contribution**

In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a Tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

Tenderers who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

Tenderers other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

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

Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

A person will not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a Tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a Tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

### **2.3.3.11 COMPLAINTS/DISQUALIFICATIONS**

Should any issues of concern with regard to the procurement process arise, the following steps will apply:

2.3.3.11.1 A tender will be subject to rejection/disqualification when:

2.3.3.11.1.1 A supplier provided false information.

2.3.3.11.1.2 Undue pressure or influence was exerted on a person involved in evaluating a tender.

2.3.3.11.1.3 A financial reward was provided to a person involved in evaluating a tender.

2.3.3.11.1.4 A person involved in evaluating a tender has a material interest in the outcome of the application, and has not declared such interest, or has not recused him/herself from the evaluation process of such a tender.

2.3.3.11.2 In such cases the following steps should be taken:

2.3.3.11.2.1 The Municipal Manager will investigate the matter and make recommendations to the Tender Committee.

2.3.3.11.2.2 The Tender Committee will decide or make recommendations to Municipality, for a resolution on the matter.

2.3.3.11.2.3 A written notice will be sent to the Tenderer or service provider requiring him/her to make a representation to the Tender Committee on how the issues of concern will be addressed, within 14 days of receiving the notice, subject to it being an issue which can in fact be addressed.

2.3.3.11.2.4 The Tender Committee will consider the representation and if they are not satisfied that the issues of concern have been addressed will:

- Disqualify the tender
- Recover any losses or damages suffered by Municipality due to the failure to comply.
- Bar the Tenderer from being considered for any tender for a defined period of time.

2.3.3.11.2.5 The Tenderer will be notified in writing on:

- The reasons for the decision.
- His/her right to appeal against the Tender Committee's decision.
- Name of a contact person to discuss the matter.

2.3.3.11.2.6 The Tenderer must launch an appeal:

- Within 14 days of the date of notice.
- Setting out the grounds for the appeal.
- Addressed to the Municipal Manager.

2.3.3.11.2.7 The Municipal Manager will hear the appeal.

2.3.3.11.2.7.1 The tribunal will comprise of 3 or 5 (uneven number) arbitrators.

2.3.3.11.2.7.1 Councillors or Municipality employees may not be members of the Tribunal.

2.3.3.11.2.8 The Municipal Manager must produce procedures for administering the appeals process and revise these on an annual basis.

### **2.3.3.12 DISQUALIFICATIONS**

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Non-compliance with the Preferential Procurement Policy Framework Act.

**PLEASE REMEMBER:**

- TO ATTACH A VALID ORIGINAL TAX CLEARANCE CERTIFICATE OR COPY THEREOF IN THE CASE OF A JOINT VENTURE, THE VALID ORIGINAL TAX CLEARANCE CERTIFICATE OR COPY/IES THEREOF, OF EACH ENTITY CONSTITUTING THE JOINT VENTURE, MUST BE SUBMITTED WITH THE TENDER DOCUMENT
- TO ATTACH COPIES OF ALL THE LATEST RELEVANT MUNICIPAL ACCOUNTS OF THE TENDERING ENTITY AND ALL OF ITS DIRECTORS OR MEMBERS OF THE BOARD. IF ANY ACCOUNT IS IN ARREARS FOR MORE THAN 3 MONTHS, THE TENDER WILL BE REJECTED.
- IN THE CASE OF A JOINT VENTURE, COPIES OF MUNICIPAL ACCOUNTS NOT OLDER THAN THREE (03) MONTHS OF EACH ENTITY CONSTITUTING THE JOINT VENTURE, MUST BE SUBMITTED WITH THE TENDER DOCUMENT
- ATTACH ALL REQUIRED DOCUMENTS TO THE LAST PAGE OF YOUR TENDER DOCUMENT

MIDVAAL LOCAL MUNICIPALITY

**A28. GENERAL INFORMATION (PROCUREMENT)**

1. Name of tendering entity: .....
2. Contact details:  
 Contact name and number:.....  
 Address of tendering entity: .....
- Postal code: .....
- Tel no: (        )..... Fax no: (        ).....
- E-mail address:.....

3. Legal entity: Mark with an X.

Sole proprietor	
Partnership	
Close corporation	
Company (Pty) Ltd	
Joint venture	

In the case of a Joint venture, provide details on joint venture members:

Joint venture member	Type of entity (as defined above)

4. Income tax reference number: **(COMPULSORY)**  
 (In the case of a joint venture, provide for all joint venture members)

.....  
 .....

5. VAT registration number (**COMPULSORY**):  
(In the case of a joint venture, provide for all joint venture members)

.....  
.....

6. Company or closed corporation registration number (**COMPULSORY**):  
(In the case of a joint venture, provide for all joint venture members)

.....  
.....

7. Construction Industry Development Board (CIDB) registration number (**COMPULSORY**):  
(In the case of a joint venture, provide for all joint venture members)

.....  
.....

8. Municipal rates and taxes or service charges accounts of tendering entities and its directors / members (**COMPULSORY**)  
(In the case of a joint venture, provide for all joint venture members)  
**ATTACH COPIES OF ALL LATEST MUNICIPAL ACCOUNTS (SEE "NOTICE TO TENDERERS:VERY IMPORTANT NOTICE ON DISQUALIFICATIONS" PARAGRAPH No. 13)**

9. Details of proprietor, partners, closed corporation members, or company directors, indicating technical qualifications where applicable (Form on the next page).

10. For joint ventures the following must be attached:

- Written authority **of each JV partner**, for authorized signatory.
- The joint venture agreement.

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

**DETAILS OF PROPRIETOR, PARTNERS, CLOSED CORPORATION MEMBERS OR COMPANY DIRECTORS**

(In the event of a joint venture, to be completed by all joint venture partners)

Name and Surname	Identity Number	Relevant qualifications and experience	Years of relevant experience

MIDVAAL LOCAL MUNICIPALITY

**A29. SPECIFIC GOAL**

1. **Equity Ownership**

List all partners, shareholders or members of tendering entity by name, identity number, citizenship, gender, race, HDI status and ownership.

In the case of a JV, complete an Equity ownership for each JV member.

Name and Surname	Position Occupied in Enterprise	Identity Number	Date RSA Citizenship obtained	Gender Male / Female	Race	HDI Status (Yes/No)	Date of Ownership	% Owned by HDIs	% Owned by Women	% Owned by Disabled
<b>TOTAL</b>								<b>A</b>	<b>B</b>	<b>C</b>

Note: Where owners are themselves a company or partnership, identify the ownership of the holding firm.

In the case of joint ventures equity ownership for each of the JV members are determined as above, and the combined HDI ownership is then calculated as follows:

Joint venture members	a % Contribution to the JV	b %BBBEE	c = a * b ÷ 100 % BBBEE contribution
Total BBBEE contribution			

**A COPY OF A VALID SIGNED JOINT VENTURE AGREEMENT MUST BE ATTACHED TO THE TENDER DOCUMENT.  
 FAILURE TO COMPLY WITH ABOVE-MENTIONED WILL RESULT IN REJECTION OF THIS TENDER**

**NOTE:** See table in paragraph 2.3.3.10 for specific goals and points to be awarded.

2. **SMME Status**

Provide details on the following

Sector/Sub-Sector in accordance with the Standard Industrial Classification	
Total Full-time Equivalent of paid Employees	
Total Annual Turnover	
Total Gross Asset Value	
Size or Class (Medium, Small, Very Small, Micro)	

**NOTE:** If all of the above does not adhere to the definition of a single class, use the total Annual Turnover only to decide on the class.

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

### A30. DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT (MBD 6.2)

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

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

#### 1. General Conditions

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

$$LC = [1 - \frac{x}{y}] * 100$$

Where

- x is the imported content in Rand  
y is the bid price in Rand excluding value added tax (VAT)

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

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Use of Local SMME's	25%
Concrete Materials	70%
Valves and actuators	70%

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

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

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

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

NB

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

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

do hereby declare, in my capacity as  
 of .....

(name of Tenderer entity), the following:

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

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

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

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

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

**SIGNATURE:** .....

**DATE:** .....

**WITNESS No. 1** .....

**DATE:** .....

**WITNESS No. 2** .....

**DATE:** .....

MBD 6.1

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

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

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

**1. GENERAL CONDITIONS**

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

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

**1.2 To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
<b>Total points for Price and SPECIFIC GOALS</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:

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

Where

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

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Locality	5	N/A		
BBB-EE Status	5	N/A		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

<p>..... <b>SIGNATURE(S) OF TENDERER(S)</b></p>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... ..... ..... .....

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

MIDVAAL LOCAL MUNICIPALITY

### A31. TENDERER'S FINANCIAL STANDING

In terms of Clause F2.1 of the Tender Data the Employer may make inquiries to obtain a bank rating from the Tenderer's bank.

To that end the Tenderer must provide with his Tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount, within the specified time for completion.

Name of account holder: .....

Name of Bank: ..... Branch: .....

Account number: ..... Type of account: .....

Telephone number: ..... Facsimile number: .....

Name of contact person (at bank): .....

***Failure to provide either the required bank details or a certified bank rating with his Tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion. As such, his Tender will be ruled as "invalid".***

The Employer reserves the right to confirm with the Tenderer's bank that the supplied bank rating has not changed since the submission of the Tender.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

---

**MIDVAAL LOCAL MUNICIPALITY**

**A32. PERFORMANCE MANAGEMENT SYSTEM**

The Municipal Finance Management Act (No. 56 of 2003) Section 116 (2) (d) determines that a Municipality must enter into a Performance Management System (PMS) with all service providers.

An assignment-specific PMS has been drafted and needs to be signed by the appointed signatory as part of this tender document, and the costing for this project will run during the **2026/27 to 2028/29 financial budget years**. The Minutes of Site Meetings will be used to record items listed in the PMS.

---

**ACCEPTANCE OF PMS AGREEMENT**

You are hereby requested to sign this document as acceptance of the agreement. Failure to sign this document will lead to disqualification.

**CONTRACTOR**

**SIGNATURE**

**NAME**

**DESIGNATION**

**DATE**

**MIDVAAL LOCAL MUNICIPALITY**

**SIGNATURE**

**NAME**

**DESIGNATION**

**DATE**

**PERFORMANCE MANAGEMENT SYSTEM  
 EXTERNAL SERVICE PROVIDERS**

(in terms of Section 116 of the Municipal Finance Management Act, Act 56 of 2003)

<b>CONTRACT</b>	BID TO APPOINT A SERVICE PROVIDER FOR THE CONSTRUCTION OF A NEW WASTE CELL AT WALKERVILLE LANDFILL SITE – PHASE 1 FOR MIDVAAL LOCAL MUNICIPALITY FROM 01 JULY 2026 UNTIL 30 JUNE 2029	
<b>COMPANY</b>		
<b>TENDER NO</b>	BID 8/2/2/454 (2026-2029)	<b>DATE APPROVED:</b>
<b>TERM OF CONTRACT</b>	JULY 2026 UNTIL 30 JUNE 2029	
<b>RESPONSIBLE PERSON FOR ASSESSMENT &amp; COMPLETION OF PERFORMANCE REPORT</b>	CONSULTANT with DEPUTY DIRECTOR PMU ON MONTHLY BASIS	

KEY PERFORMANCE AREA	KEY PERFORMANCE INDICATOR	RESPONSIBLE PERSON & TARGET DATE	COMPLIANCE & DATE	DEVIATIONS, IF ANY, PROVIDE REASONS	AGREED RECTIFICATION MEASURES TO COMPLY
<b>A. OPERATIONAL KPI's (TO BE COMPLETED BY RELEVANT DEPARTMENT ACCORDING TO APPROVED TENDER SPECIFICATIONS)</b>					
<b>Project Initiation</b>	a) Submit and obtain approval for Health & Safety file. b) Inform department of labour about the project. c) Submit construction programme and obtain approval from the Engineer. d) Provide construction guarantees and proof of insurance as required.	Service Provider Within 14 days of award.			
<b>Contract Administration</b>	a) Provide Monthly progress report. b) Provide monthly labour reports as required for both MIG and EPWP reporting. c) Provide an updated construction programme monthly. d) Submit invoices on or before 25 <sup>th</sup> of each month. e) Attend site meetings as arranged by the Engineer.	Service Provider Monthly.			
<b>Construction</b>	a) Compliance with health and safety requirements. b) Comply with quality requirements. c) Maintain progress in accordance with approved construction programme. d) Provide required testing and design certificates.	Service Provider Monthly or as required.			
<b>B. COMMERCIAL KPI (TO BE COMPLETED BY SCM – ANNUALLY)</b>					
<b>1. Completion and submission of Vendor Application Form</b>	Submission of fully completed original Vendor Application Form	Service Provider Annually			

<p><b>2. Certified copies of mandatory documents</b></p>	<p>Submission of the following mandatory documents:</p> <p>PS1 Certified copy of company registration</p> <p>PS2 Certified copy of Proof of Ownership</p> <p>PS3 Proof of bank details (Bank statement or can-celled cheque)</p> <p>PS4 Valid Income Tax for the owner of the business</p> <p>PS5 Original Tax Clearance Certificate for the owner of the business</p> <p>PS6 PAYE if staff are employed</p> <p>PS7 VAT Registration (above R300 000 annual turnover), if registered for VAT</p> <p>PS8 UIF Certificate if staff are employed</p> <p>PS9 Workman's compensation if staff are employed</p> <p>PS10 Security Officer's Board – if applicable – security industry</p> <p>PS11 Certified proof of disability – if owner is disabled</p> <p>PS12 Clear certified copy of owners Identity Document</p> <p>PS13 Document stamped and signed by Commissioner of Oath</p> <p>PS14 The Declaration of Interest Form completed and signed in full</p>	<p>Service Provider</p> <p>Annually</p>			
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<b>3. Submission of Invoices</b>	The Original Tax Invoices submitted for payment reflects the following information: 1 On letterhead 2 Business street/physical address 3 Business telephone and fax number 4 Quotation reference number 5 Company VAT Registration Number (if applicable) 6 Midvaal Local Municipality's VAT Registration Number: 4700193503 7 Tax Reference Number 8. Company Registration Number	Service Provider Monthly			
<b>4. Indemnity Clause</b>	Indemnification of Midvaal Local Municipality of any in-juries or losses that may occur during the execution of work	Service Provider Annually			
<b>5. Occupational Health &amp; Safety Act</b>	Compliance with Occupational Health & Safety Act at all times	Service Provider Ongoing			
<b>6. Construction Industry Development Board (on CIDB bids)</b>	Construction Guarantee submitted within the stipulated time-frame in the form of: 1. Valid bank guaranteed cheques; or 2. An official bank construction guarantee on letter-head from the bank or institution	Service Provider Annually			

Accepted and agreed upon:

\_\_\_\_\_  
 ON BEHALF OF SERVICE PROVIDER

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 SIGNATURE: HOD

\_\_\_\_\_  
 DATE

MIDVAAL LOCAL MUNICIPALITY

**A33. MIDVAAL LOCAL MUNICIPALITY INDEMNITY**

1. The Contractor hereby agrees to indemnify, hold harmless and defend Midvaal Local Municipality and their officers, employees, agents and representatives, from and against the following liabilities arising as a result of the execution of the work:
  - 1.1 Any liability with regard to claims by governmental authorities or others for non-compliance by Contractor of any Act of Parliament, law, ordinance, regulation or by-law made by a lawful authority provided that such compliance therewith was required for the execution of the Contract or at Law.
  - 1.2 Any liability arising from actual or alleged public or private nuisance arising out of negligent acts or omissions to act of Contractor or its Subcontractors, or of their employees.
  - 1.3 Any liability arising from loss or damage to Contractor and/or Subcontractor's equipment and their other property on site.
  - 1.4 Any liability arising from claims with regard to the death of/or injury or sickness or disease to Contractor's employees or the death of/or injury or sickness or disease to third parties.
  - 1.5 Any liability arising from any loss of/or damage to property belonging to a third party.
  - 1.6 Any liability arising from actual or asserted infringement or improper appropriation or use of patents, copyrights, proprietary information or know-how in respect of the work designed by/or under the responsibility of the Contractor.
  - 1.7 Any liability arising from the death or injury or loss or damage to property of third parties or Midvaal Local Municipality's property as a result of the negligent acts or omissions of contractors or its subcontractor's employees.
  - 1.8 Contractor shall indemnify Midvaal Local Municipality against all claims, proceedings, damages and costs of whatsoever nature arising out of contravention of environmental legislation.

I, \_\_\_\_\_ the undersigned (duly authorised to sign) hereby declare that I have read and understood the abovementioned and agree to all the above.

<b>COMPANY:</b>	
<b>ADDRESS:</b>	
<b>TEL:</b>	
<b>CELL:</b>	

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

**A34. MUNICIPAL SERVICES, RATES AND TAXES CLEARANCE CERTIFICATE FOR SUPPLY CHAIN MANAGEMENT PURPOSE**

The purpose of this form is to obtain proof that municipal services, rates, and taxes of the service provider are **not more than three months in arrears** with the relevant municipality/landlord in the municipal area where the service provider conduct his / her business.

**Where bidders are not owners of a property and cannot submit a copy of the municipal account, the following must be completed together with a duly signed lease agreement:**

<b>( TO BE COMPLETED BY THE LANDLORD)</b>		
Name of the Landlord:		
Property Physical Address:		
<b>Please tick below</b>		
Rental:                      in arrears for more than 3 months	Yes	No
Municipal services:    in arrears for more than 3 months	Yes	No
Landlord Signature:		
Date: _____		
<b>Landlord's business stamp here (where applicable)</b>		

**MUNICIPAL SERVICES, RATES AND TAXES CLEARANCE CERTIFICATE, OR LEASE AGREEMENT MUST BE ATTACHED BEHIND THIS PAGE.**

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

**A35. SCHEDULE OF ESTIMATED LOCAL LABOUR**

The Tenderer shall provide an estimate of the Estimated Local Labour Employment expected during the contract. This estimate will form the benchmark to which the appointed contractor shall be held.

OVERALL EMPLOYMENT ACTIVITIES (TOTAL OF PROJECT)							
OCCUPATIONAL CATEGORY	LABOURER	SEMI-SKILLED	SKILLED	CLERICAL	SUPERVISOR	MANAGERIAL / PROFESSIONAL	TOTAL
Number of Persons/Labour - Days	ADULT MEN						
	ADULT WOMEN						
	YOUTH MALE						
	YOUTH FEMALE						
	DISABLED MALE						
	DISABLED FEMALE						
	TOTAL						

Should the actual employment be less than the person days stated in this form the Employer reserves the right to deduct an amount from the payment due to the contractor by applying a deduction formula as contained in **Clause 6.10.6.1 Deductions for Non-Compliance** of the Contract Data on page 124.

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**  
 MIDVAAL LOCAL MUNICIPALITY

**SIGNATURE**

**DATE**

## B1. CIDB CONTRACTOR REGISTRATION CERTIFICATE

A Certificate of Contractor's Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this page.

Where a tenderer satisfies CIDB Contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

## **B2. TAX CLEARANCE CERTIFICATE AND FINANCIAL STATEMENTS (MBD2)**

Note that each party to a Consortium/Joint Venture shall separately comply with the following Tax Clearance Requirements. Failure to do so will result in the tender being rejected.

### **TAX CLEARANCE REQUIREMENTS**

It is a condition of the bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the bidder's tax obligations.

#### **NEED A TAX CLEARANCE? GO ONLINE**

- Electronically request your Tax Compliance Status which will include a unique PIN which you can provide to any third party (if requested) to enable them to verify your tax compliance status online via e-Filing.
- Request a TCC via e-filing which will give you the option to print the TCC.
- Or request a TCC at a SARS branch where a SARS agent will be able to print or e-mail the TCC to you.
- To register for e-filing go to: [www.sarsefiling.co.za](http://www.sarsefiling.co.za)

A tax compliant status is a holistic view of your tax compliance level across all your registered tax types.

#### **Is your tax compliance status green?**

- Ensure all tax returns are submitted
- No outstanding debt owed to SARS
- SARS has been notified of any change of residential or business address
- Your business is registered for all required tax types e.g. PAYE, VAT, income tax.

Check your tax compliance status by logging onto your e-filing profile and viewing your "my compliance Profile" and rectify any non-compliance.

**THIRD PARTY AUTHORISATION TO VIEW BIDDER TCS:**

To assist with the evaluation process of your bid, we require your consent to check your SARS tax compliance via e-filing. Kindly complete the table below, authorising MLM to check TCC for tender purposes only.

<b>TCS Details</b>	
<b>Taxpayer name</b>	
<b>Trading Name</b>	
<b>Purpose of the request</b>	TENDER
<b>Request Reference number</b>	
<b>PIN</b>	
<b>PIN EXPIRY DATE</b>	

**Note: Bidders may attach their Tax compliance status printout to the bidding document.**

I, \_\_\_\_\_ in my capacity as \_\_\_\_\_ duly appointed as

authorised signatory holder, hereby grants **Midvaal Local Municipality** permission to check the

TCC status of \_\_\_\_\_ and it is duly understood that the search is for tender purposes only.

\_\_\_\_\_  
 NAME AND SURNAME

\_\_\_\_\_  
 DESIGNATION

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 SIGNATURE

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

**B3. PRELIMINARY PROGRAMME** (For information purposes only)

The tenderer shall attach a preliminary programme, to this page.

This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and rate of progress of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.

The tenderer shall also take into account the additional requirements stated in **Clause 5.6.1: Programme of Works** on page 121 when drawing up the programme.

**Details of the preliminary programme shall be appended to this Schedule.**

Number of sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL)

NOT REQUIRED

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

MIDVAAL LOCAL MUNICIPALITY

#### **B4. ADDITIONAL FUNCTIONALITY DOCUMENTS**

- Bank Rating Certificate from a Registered Financial Institution. Append to Schedule A31.
- Tenderer's Occupational Health & Safety Policy
- Joint Venture agreement (if applicable) - append to Schedule A4
- A Certificate of Contractor Registration issued by the Construction Industry Development Board - append to Schedule B1
- Where the contract is expected to exceed R10 million, including VAT, further documents are required – append to Schedule Error! Reference source not found.

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## Part C1: Agreements and Contract Data

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MIDVAAL LOCAL MUNICIPALITY

## C1.1. Form of Offer and Acceptance

### Offer

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

**CONTRACT NO. 8/2/2/454 (2026-2029):**

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

The Contract shall be completed within 

80
----

 weeks of the Commencement Date.

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

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

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

**SIGNED ON BEHALF OF/BY THE TENDERER:**

**NAME**

**SIGNATURE**

**CAPACITY**

**DATE**

**Name and address of Organisation:**

.....

.....

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**DATE**

## Acceptance

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

The terms of the contract are contained in:

- Part C1: Agreements and Contract Data (which includes this Agreement)
- Part C2: Pricing Data
- Part C3: Scope Of Work
- Part C4: Site Information

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

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

The tenderer shall within two weeks of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), or when or just after this Agreement comes into effect, contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

### SIGNED ON BEHALF OF/BY THE EMPLOYER:

**NAME**

**SIGNATURE**

**CAPACITY**

**DATE**

**MIDVAAL LOCAL MUNICIPALITY** - address of Organisation

.....

.....

.....

### SIGNED BY WITNESS:

**NAME**

**SIGNATURE**

**DATE**



**SIGNED ON BEHALF OF/BY THE TENDERER:**

**NAME**

**SIGNATURE**

**CAPACITY**

**DATE**

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**DATE**

**SIGNED ON BEHALF OF/BY MIDVAAL LOCAL MUNICIPALITY:**

**NAME**

**SIGNATURE**

**CAPACITY**

**DATE**

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**DATE**

MIDVAAL LOCAL MUNICIPALITY

## CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the ..... (day) of ..... (month) ..... (year)

at ..... (place)

### SIGNED ON BEHALF OF/BY THE CONTRACTOR:

**NAME**

**SIGNATURE**

**CAPACITY**

### SIGNED BY WITNESS:

**NAME**

**SIGNATURE**

---

MIDVAAL LOCAL MUNICIPALITY

## C1.2. Contract Data

### Part 1: Contract Data Provided by the Employer

#### C1.2.1 GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

The **General Conditions of Contract for Construction Works, 3rd Edition (2015)**, published by the South African Institution of Civil Engineering (SAICE), are applicable to this Contract and obtainable from [www.saice.org.za](http://www.saice.org.za).

The General Conditions of Contract are not bound into this document, but are available at the Contractor's expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Engineer.

The General Conditions of Contract 2015 makes references to the Contract Data for specific data, which, together with these conditions, collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Specific Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given is cross-referenced to the Clause in the General Conditions of Contract to which it mainly applies.

#### C1.2.2 CONTRACT SPECIFIC DATA

The following Contract-specific data are applicable to this Contract:

##### Clause 1.1.1.5: Commencement Date

The term appointment and each project carried out under this term appointment shall each have their own commencement dates subject to the requirement that each commencement date and its associated time for completion shall not result in work falling outside the period of the term appointment. However where work has already been ordered but not completed by the end of the term appointment, such work may be completed within a reasonable time after the end of the term appointment at the discretion of the Engineer.

The Commencement Dates for this term appointment and each project carried out under this term appointment mean the related date of receipt by the Contractor of any of the following related documents, whichever date of receipt is earliest:

1. Letter of acceptance
2. Handover of Site
3. Order to commence

##### Clause 1.1.1.13: Defects Liability Period

The defects liability period is a period of 365 days, measured from the date of the Certificate(s) of Completion for each project carried out under this term appointment.

##### Clause 1.1.1.14: Due Completion Date

Before each project carried out under this term appointment is commenced, the Time for Completion for such project shall be agreed with the Employer. If agreement cannot be reached on the Time for Completion for such project, the Employer reserves the right not to pursue such project under this term appointment or with the Contractor appointed under this term appointment. The date for achieving Practical Completion for each project carried out under this term appointment will be calculated from the Commencement Date by adding the agreed Time for Completion.

**Clause 1.1.1.15: Employer**

The **Employer** is **MIDVAAL LOCAL MUNICIPALITY**, represented by Director PMU and/or such person or persons duly authorised thereto by the Employer in writing, and the legal successors in title of this person and is referred to in this Contract Document as “Employer”.

**Clause 1.1.1.16: Engineer**

The **Engineer**, referred to in the documents, is Poppy Nkambule, Pr. Eng. and/or such person or persons or their successors duly appointed by the Employer in writing.

**Clause 1.1.1.26: Pricing Strategy**

The Pricing Strategy is Remeasurement.

**Clause 1.1.1.28: Scope of Work**

*Replace with the following:*

“**Scope of Work**” means the document(s) containing the Standard Specifications, the Project Particular Specifications and the Drawings, that specify and indicate the nature and scale of the Works which are to be provided, and any other requirements and constraint relating to the manner in which the work is to be carried out.

**Clause 1.1.1.34: Writing**

**Add the following Clause after Clause 1.1.1.34**

**1.1.1.35 “Drawings”** means all drawings, calculations and technical information forming part of the Tender Documents (other than information contained in the Specifications) and any modifications thereof or additions thereto from time to time approved in writing by the Engineer or delivered to the Contractor by the Engineer.

**Clause 1.2.1.2: Delivery of Notices**

The name of the Employer is : **MIDVAAL LOCAL MUNICIPALITY**

The address of the Employer is : No. 25  
Mitchell Street,  
Meyerton, 1961  
Midvaal

The name of the Engineer is : Poppy Nkambule, Pr. Eng. PMP®

The address of the Engineer is : Ditlou Consulting Engineers  
PO Box 15684  
LYNN EAST  
0039

**Clause 1.3.6: Employer’s Copyright**

*Add the following to Clause 1.3.6:*

No part of any document or drawings issued with this enquiry may be copied, photographed or repeated in any manner or by any process without the written consent of the Employer. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in the documents and drawings.

The person, firm, or body to whom these documents are issued or made available shall be held jointly and severally responsible in their personal and corporate capacities for any contravention of the requirements of Clause 1.3.6. The recipients of these documents shall treat the documents as well as the details contained herein as private and confidential. No information in connection with the Works shall be furnished to anybody without the approval of the Employer.

### **Clause 3.2.3: Employer's Approval Required**

If the Engineer is not the MIDVAAL LOCAL MUNICIPALITY he is, in terms of his appointment by the Employer, required to obtain the specific approval of the Employer before executing any of the following functions or duties:

1. The approval of any extension of time for completion in terms of Clause 5.12.
2. The reduction of a penalty for delay in terms of Clause 5.13.2.
3. The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.11.4, or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12.
4. The issuing of an order to vary the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the valuation of a variation order in terms of Clause 6.4.1 and the adjustment of the Preliminary and General allowances in terms of Clause 6.11.1.
5. The approval of any claim by the Contractor.

### **Clause 4.3: Legal Provisions**

*Add the following Clauses after Clause 4.3.2:*

- 4.3.3 The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (No. 85 of 1993) and the Construction Regulations promulgated thereunder, as well as any further requirements stipulated in this contract document.
- 4.3.4 The Contractor shall provide proof to the Employer, within 14 days of the Commencement Date, that he/she has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993).

### **Clause 4.10.1: Engagement of Employees**

*Add the following:*

The Contractor is to utilize local labour where possible.

### **Clause 4.12: Contractor's Superintendence**

*Add the following to Clause 4.12.1:*

The Contractor is responsible for the behaviour and performance of his own and his Sub-contractor's personnel and shall at his own cost, for the duration of the contract and maintenance period of Works, make the necessary arrangements to prevent unlawful or inappropriate behaviour, and shall indemnify the Employer and the Engineer against any claims in connection with non-compliance with the act, for any loss or injury, or any other claim, for any action or neglect to act on the part of the Contractor's or his Sub-contractor's personnel.

*Add the following new clause:*

- 4.12.4 The Contractor or his representative shall attend all site meetings with the Employer and / or Engineer on the dates as nominated by the Engineer. The purpose of the meetings shall be to evaluate the progress of work and to discuss the matters relevant to the contract as required by the parties concerned. Unless specifically invited by the Engineer, the Sub-contractors of the Contractor may not attend these site meetings.

### **Clause 5.3: Commencement of Works**

The term appointment and each project carried out under this term appointment shall each have their own commencement dates subject to the requirement that each commencement date and its associated time for completion shall not result in work falling outside the period of the term appointment. However where work has already been ordered but not completed by the end of the term appointment, such work may be completed within a reasonable time after the end of the term appointment at the discretion of the Engineer.

The Contractor shall be in a position to commence executing any Works ordered under this term appointment within 14 days from the Commencement Date of this term appointment.

Thereafter the Contractor shall be in a position to commence each project ordered under this term appointment immediately when required. However the Contractor should note that confirmation of the award of each project shall require the submission and approval of an Implementation Programme as set out under Clause 5.6.1 hereafter.

Notwithstanding the above, the Contractor will **not** be permitted to commence executing the Works before the Form of Guarantee and required insurances and other specified items have been submitted and approved.

---

**Clause 5.4: Access to the Site**

*Add the following clause after Clause 5.4.3:*

5.4.4 The Contractor shall as far as possible, confine his operations to the limits of the areas made available to him by the Employer, but if the land is insufficient for the needs of the work, the Contractor shall make his own arrangements with the owners or tenants concerned for whatever additional land he may require and pay all rent and other charges in connection therewith. The Contractor shall be responsible for all damages and shall indemnify the Employer against all claims which may arise.

The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his/her own cost any additional facilities outside the Site required by him/her for the purposes of the Works.

**Clause 5.5.1: Time for Practical Completion**

All Works under this term appointment shall be completed within the time frame stipulated or tendered (as applicable) on the Summary of the Bill of Quantities, exclusive of the special non-working days and the year-end break and inclusive of the 14 day period referred to in Clause 5.3 above.

Before each project carried out under this term appointment is commenced, the Time for Completion for such project shall be agreed with the Employer. If agreement cannot be reached on the Time for Completion for such project, the Employer reserves the right not to pursue such project under this term appointment or with the Contractor appointed under this term appointment and to offer the work to other contractors. The date for achieving Practical Completion for each project carried out under this term appointment will be calculated from the Commencement Date by adding the agreed Time for Completion.

**Clause 5.6.1: Programme of Works**

The Contractor will be required to deliver an Implementation Programme of Works immediately after the receipt of an official purchase order under this term appointment, unless otherwise ordered by the Engineer, within 14 days of the order or instruction to proceed with such project by the Employer. Before each project carried out under this term appointment is commenced, the Implementation Programme for such project shall be approved by the Employer. If the Employer finds the Implementation Programme for such project to be unacceptable, the Employer reserves the right not to pursue such project under this term appointment or with the Contractor appointed under this term appointment and to offer the work to other contractors.

The programme shall clearly show the order in which the Contractor proposes to carry out the work, including the critical path, the proposed rate of progress and a linked cash flow forecast. The programme shall be updated monthly.

**Clause 5.8: Non-Working Times**

The special non-working days are usually Sundays, public holidays or a selection of the public holidays, for example certain religious holidays and the year end break.

**Clause 5.9: Instructions**

*Add the following Clauses after Clause 5.9.7:*

5.9.8 Tender Drawings shall be used for tender purposes only and shall not be used for construction.

The Engineer shall have full power and authority to supply to the Contractor from time to time during the progress of the Works copies of such further drawings and such instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the Works, which the Contractor shall carry out and be bound by.

**Clause 5.12.2.2: Extension of Time**

Regardless of the cause of any delay an extension of time for any project ordered under this term of appointment will only be considered if it can be shown that the activity delayed is on the critical path indicated on the relevant Programme of Works (Clause 5.6.1).

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that Clause.

The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts work on the critical path.

January	3 days	May	1 days	September	2 days
February	3 days	June	1days	October	2 days
March	2 days	July	1 days	November	3 days
April	2 days	August	1 days	December	3 days

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an extension of time be granted by the Engineer such extension of time will be added to the Time for Completion or set against any over-provision that may have occurred in the abovementioned schedule.

It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.

**Clause 5.12.3: Adjustment to General Items**

*Add the following to Clause 5.12.3*

The cost of time related general items will be calculated for each project ordered under this term appointment on the basis of the number of days agreed for such project in Clause 5.5.1.

**Clause 5.13.1: Penalty for Delay**

The penalty for failing to complete the Works on time for any project ordered under this term appointment is **1%** of the relevant project value per calendar day.

**Clause 6.2: Security**

For each project ordered under this term appointment the following shall be applicable:

- The Deed of Guarantee is to be delivered to the Employer within 14 days of the Commencement Date.
- The Performance Guarantee shall be worded as set out in the document included in C1.3.
- The liability of the guarantee shall be for 10% of the Contract Price.

**Clause 6.3: Variations**

*Add the following to Clause 6.3.2: Orders for Variations to be in Writing*

The cost of any Variations ordered in writing by the Engineer and the applicable rates must be accepted by the Engineer in writing prior to execution, in order to be accepted. Special reference will be given to the tendered rates and the wide interpretation of the term "similar conditions" in determining rates.

*Add the following new clause after Clause 6.3.3:*

**Clause 6.3.4 Amendments to Schedule of Quantities**

The extent of the Works that will be included under this contract will be determined by the availability of funds. Should the tender amounts exceed the available funds, the amounts will be adjusted and the extent of the works decreased. It is therefore emphasized that the tendered unit rates must be realistic and will not be affected should the quantities be adjusted. The rates under "Preliminary and General" will be adjusted proportionally with respect to tender and contract amounts. The tendered unit rates will remain applicable.

The right to adjust the extent of the contract is, therefore, reserved by the Employer, but approval will be sought from the successful Tenderer before the contract is awarded.

---

**Clause 6.8.2: Contract Price Adjustment**

*Add the following to Clause 6.8.2:*

Tenderers should price assuming that rates will be fixed for a year. Rates shall be subject to contract price adjustment after a year of the Contract Period for the Term Tender has elapsed. Adjustment will be permitted once a year and the adjusted rates shall be fixed for a duration of a year thereafter.

The following values for the different factors are to be used:

- X = 0,15
- a = 0,3
- b = 0,3
- c = 0,3
- d = 0,1

The different values for the calculation of the price adjustment factor shall be for the Vaal Triangle Area and the Diesel index shall be for the Witwatersrand Area.

**Clause 6.10.2: Valuation of Materials Brought onto Site**

*Add to Clause 6.10.2:*

80% of the proven cost to the Contractor of materials brought onto the site but not yet built into the permanent works may be claimed for payment by the Contractor.

Payment for materials on site will only be considered for those materials which are physically on site. Any statement in which a claim for materials on site is included, shall have attached a declaration that the materials listed in the statement are owned by the Contractor, accompanied by proof of ownership. The ownership of materials shall be transferred to the Employer in accordance with the pro forma "Transfer of Rights" bound in as an annexure to these Special Conditions of Contract.

**Clause 6.9: Vesting of Materials**

*Add to Clause 6.9.3:*

The Contractor shall where practicable before delivery and, in any event not later than 24 hours after delivery to the site, inform the Engineer of any materials which are not his sole property.

**Clause 6.10.5: Payment of Retention Money**

*In the second line, delete the words " .. one half of the retention money shall become due and paid to the Contractor when the Engineer shall have issued a Certificate of Completion in terms of Clause 5.14.4 and the other half when the Engineer .." and replace with the words " .. the full limit of retention money shall be held until the Engineer .. "*

**Clause 6.10.5.1**

*In the sixth line, delete the words " of the second half .."*

**Clause 6.10.6: Set-Off and Delayed Payments**

A guarantee in lieu of retention is not permitted.

Should the actual percentage of the Contract Value for Local Sub-Contractors be less than stated in this form the Employer reserves the right to deduct an amount from the payment due to the Contractor by applying a deduction formula as contained in Clause 6.10.6.1 of the Contract Data.

### Clause 6.10.6.1 Deductions for Non-Compliance

#### Clause 6.10.6.1(a) : Deductions for Local Labour Non-Compliance

Price deductions for Non-compliance with the employment of Local Labour as defined in the tender data shall apply.

The deduction amount ( $DL_T$ ) to be applied to the monthly interim payment certificate(s) shall be recalculated each month using the following formula:

$$DL_T = 0.15 * \left( \frac{L_A}{L_B} - 1 \right) * T_A + DL_{T-1}$$

Where:

$L_A$  = The actual amount of cumulative Person Days achieved up to the respective month of payment

$L_B$  = The benchmark amount of cumulative Person Days provided in terms of the project programme

$T_A$  = The actual amount of value for work done on the contract up to the respective month of payment (excluding VAT and contingencies)

$DL_{T-1}$  = The deduction amount from the previous payment certificate

where  $L_A$  exceeds  $L_B$  the value of  $L_A$  shall be taken as equal to  $L_B$  and no deduction shall apply.

#### Clause 6.10.6.1(b) : Deductions for Failure to Achieve Offered Percentage Value of Contract for Local Sub-Contractors

Price deductions for failure to achieve the offered percentage value of sub-contracting to local sub-contractors as defined in the tender data shall apply.

The deduction amount ( $DSC_T$ ) to be applied to the monthly interim payment certificate(s) shall be recalculated each month using the following formula:

$$DSC_T = 0.25 * \left( \frac{V_A}{(T_A * P_{SC})} - 1 \right) * V_A + DSC_{T-1}$$

Where:

$V_A$  = The actual amount of value accruing to sub-contractors up to the respective month of payment (excluding VAT and contingencies)

$P_{SC}$  = The offered percentage of the contract value for sub-contractors

$T_A$  = The actual amount of value for work done on the contract up to the respective month of payment (excluding VAT and contingencies)

$DSC_{T-1}$  = The deduction amount from the previous payment certificate

where  $V_A$  exceeds ( $T_A * P_{SC}$ ) no deduction shall apply.

### Clause 7.2: Quality of Plant, Materials and Workmanship

#### Add to Sub-Clause 7.2.1

The source of supply of all materials including all stone, sand, gravel or soil or any other natural material required in the execution of the Works shall be located by the Contractor. No material shall be used until it has been approved by the Engineer.

---

**Clause 7.5.2: Delivery of Plant to Site**

*Add to Sub-Clause 7.5.2*

- (a) Details in writing of all Constructional Plant and Temporary Works which is brought onto site by, or on behalf of, the Contractor for the purpose of the Works, and which is hired, leased or the subject of hire-purchase agreements, together with the names of the hirers, lessors or owners thereof, shall be supplied to the Engineer by the Contractor.
- (b) The Employer may, in order to avoid seizure by the hirer, owner or lessor, at the Employer's option, pay to such hirer, owner or lessor the amount of any overdue instalment, or any other sum payable under the agreement for hire, lease or hire purchase, and, in the event of so doing, any amount so paid by the Employer shall be a debt due from the Contractor to the Employer, and may be deducted by the Employer from any money due, or that may become due, to the Contractor in terms of the Contract, or may be recovered by the Employer from the Contractor by law.
- (c) Possession of all Constructional Plant and Temporary works provided by Sub-Contractors shall be deemed to vest in the Employer immediately the same is brought onto site, and shall *mutatis mutandis* be subject to the provisions of the Clause hereinbefore contained. The Contractor shall ensure that the foregoing provision will be inserted in all sub-contracts.

**Clause 7.8.1: Making Good of Defects in the Liability Period**

*Add to Sub-Clause 7.8.1*

In the event of the Contractor not completing all the outstanding work within the period specified by the Engineer, the Engineer shall have the right to extend the Defects Liability Period by the additional time taken by the Contractor to complete such outstanding work to the satisfaction of the Engineer. The full retention applicable to the Defects Liability Period shall apply to such extension.

**Clause 8.6.1: Insurances**

**Clause 8.6.1.1**

Insurance of the Works, Plant intended for incorporation in the Works, and of all materials on site, shall be in place for the entire period of the term appointment. The sum insured shall be for a minimum of R1 000 000.00 throughout the entire period of the appointment. Where the value of any project ordered under the term appointment exceeds R1 000 000.00, the sum insured shall be increased to such value for the period of such project in terms of Clause 8.2.1.

**Clause 8.6.1.1.2**

The value of the materials supplied by the Employer to be included in the insurance sum is **R0.00 - Nil**.

**Clause 8.6.1.1.3**

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R0.00 -Nil.

**Clause 8.6.1.3**

The limit of indemnity for liability insurance is R10 000 000.00 for any single claim – the number of claims to be unlimited during construction.

---

**Clause 8.6.1.5: Additional Insurance**

Additional Insurance is required for the following:

- a) Insurance of Construction Plant and Equipment (including tools, offices and other temporary structures and contents) and all other items (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.
- c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
- d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.
- e) The insurance policy held by the Contractor shall cover "wet risks" because a portion of the works will be in the confines of an existing river and stormwater channel.

**Clause 8.6.6: Proof of Payment**

*Add the following:*

The contractor shall within 14 days of the Commencement Date provide the Employer/Engineer the relevant policy or policies of insurance.

**Clause 9.2.1: Termination by the Employer**

*Add the following Clauses after Clause 9.2.1.3.7:*

- 9.2.1.3.8 The Contractor fails to provide the required Guarantee and insurances within the prescribed time.
- 9.2.1.3.9 The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.
- 9.2.1.3.10 An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.
- 9.2.1.3.10 In addition if the Contractor fails to adequately protect the existing works / infrastructure against damage and thereby unduly endangers the Works – the Employer may cancel the contract and recover damages and losses.

**Clause 10: Claims and Disputes**

**Clause 10.5 and 10.6: Dispute Resolution**

Dispute resolution shall be by ad-hoc adjudication.

**ADDITIONAL CONDITIONS OF CONTRACT**

*The additional Conditions of Contract are:*

**Clause 11: Contractor to Provide Everything Necessary**

The Contractor is to provide all labour, material, workmanship, machinery and everything which is or may be necessary in and for the execution and entire completion of the Contract in accordance with the Conditions of Contract, Drawings and Scope of Work.

**Clause 12: Details to be Confidential**

The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent of the Employer.

### C1.2.3 EPWP SPECIFIC CONDITIONS OF CONTRACT

#### Payment for the labour-intensive component of the works

Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

#### Applicable labour laws

The Ministerial Determination, Extended Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

#### 1. Introduction

- 1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Extended Public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a EPWP.
- 1.2 In this document –
- (a) "department" means any department of the State, implementing agent or contractor;
  - (b) "employer" means any department, implementing agency or contractor that hires workers to work in elementary occupations on a EPWP;
  - (c) "worker" means any person working in an elementary occupation on a EPWP;
  - (d) "elementary occupation" means any occupation involving unskilled or semi-skilled work;
  - (e) "management" means any person employed by a department or implementing agency to administer or execute an EPWP;
  - (f) "task" means a fixed quantity of work;
  - (g) "task-based work" means work in which a worker is paid a fixed rate for performing a task;
  - (h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;
  - (i) "time-rated worker" means a worker paid on the basis of the length of time worked.

#### 2. Terms of Work

- 2.1 Workers on a EPWP are employed on a temporary basis.
- 2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a EPWP.
- 2.3 Employment on a EPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

#### 3. Normal Hours of Work

- 3.1 An employer may not set tasks or hours of work that require a worker to work–
- (a) more than forty hours in any week
  - (b) on more than five days in any week; and
  - (c) for more than eight hours on any day.
- 3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

#### 4. Meal Breaks

- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2 An employer and worker may agree on longer meal breaks.
- 4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be

performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

- 4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

**5. Special Conditions for Security Guards**

- 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

**6. Daily Rest Period**

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

**7. Weekly Rest Period**

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

**8. Work on Sundays and Public Holidays**

- 8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 8.2 Work on Sundays is paid at the ordinary rate of pay.
- 8.3 A task-rated worker who works on a public holiday must be paid –
- (a) the worker's daily task rate, if the worker works for less than four hours;
  - (b) double the worker's daily task rate, if the worker works for more than four hours.
- 8.4 A time-rated worker who works on a public holiday must be paid –
- (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
  - (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

**9. Sick Leave**

- 9.1 Only workers who work four or more days per week have the right to claim sick- pay in terms of this clause.
- 9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- 9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- 9.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- 9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 9.7 An employer must pay a worker sick pay on the worker's usual payday.
- 9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
- (a) absent from work for more than two consecutive days; or
  - (b) absent from work on more than two occasions in any eight-week period.

- 9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorized to issue medical certificates indicating the duration and reason for incapacity.
- 9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

## 10. Maternity Leave

- 10.1 A worker may take up to four consecutive months' **unpaid** maternity leave.
- 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 10.5 A worker may begin maternity leave –
- (a) four weeks before the expected date of birth; or
  - (b) on an earlier date –
    - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
    - (ii) if agreed to between employer and worker; or
  - (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.

## 11. Family responsibility leave

- 11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
- (a) when the employee's child is born;
  - (b) when the employee's child is sick;
  - (c) in the event of a death of –
    - (i) the employee's spouse or life partner;
    - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

## 12. Statement of Conditions

- 12.1 An employer must give a worker a statement containing the following details at the start of employment –
- (a) the employer's name and address and the name of the EPWP;
  - (b) the tasks or job that the worker is to perform; and
  - (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
  - (d) the worker's rate of pay and how this is to be calculated;
  - (e) the training that the worker will receive during the EPWP.
- 12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- 12.3 An employer must supply each worker with a copy of these conditions of employment.

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**13. Keeping Records**

- 13.1 Every employer must keep a written record of at least the following –(and be provided to the Engineer on request)
- (a) the worker’s name and position, copy of identification document and letter of appointment;
  - (b) in the case of a task-rated worker, the number of tasks completed by the worker;
  - (c) in the case of a time-rated worker, the time worked by the worker on a timesheet/task log signed-off by supervisor;
  - (d) payments made to each worker
- 13.2 The employer must keep this record for a period of at least three years after the completion of the EPWP. The contractor will be required to report with copies of the above on the use of EPWP workers monthly prior to work being certified for payment. The contractor will also be required to comply with all the Municipal Infrastructure Grant report requirements.

**14. Payment**

- 14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account, proof of payment must be kept and provided on request to the Engineer.
- 14.2 A task-rated worker will only be paid for tasks that have been completed.
- 14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 14.4 A time-rated worker will be paid at the end of each month.
- 14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 14.6 Payment in cash or by cheque must take place –
- (a) at the workplace or at a place agreed to by the worker;
  - (b) during the worker’s working hours or within fifteen minutes of the start or finish of work;
  - (c) in a sealed envelope which becomes the property of the worker.
- 14.7 An employer must give a worker the following information in writing –
- (a) the period for which payment is made;
  - (b) the numbers of tasks completed or hours worked;
  - (c) the worker’s earnings;
  - (d) any money deducted from the payment;
  - (e) the actual amount paid to the worker.
- 14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it
- 14.9 If a worker’s employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

**15. Deductions**

- 15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- 15.4 An employer may not require or allow a worker to –
  - (a) repay any payment except an overpayment previously made by the employer by mistake;
  - (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
  - (c) pay the employer or any other person for having been employed.

**16. Health and Safety**

- 16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 16.2 A worker must –
  - (a) work in a way that does not endanger his/her health and safety or that of any other person;
  - (b) obey any health and safety instruction;
  - (c) obey all health and safety rules of the EPWP;
  - (d) use any personal protective equipment or clothing issued by the employer;
  - (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

**17. Compensation for Injuries and Diseases**

- 17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 17.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- 17.3 The employer must report the accident or disease to the Compensation Commissioner.
- 17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

**18. Termination**

- 18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 18.2 A worker will not receive severance pay on termination.
- 18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- 18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- 18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

**19. Certificate of Service**

- 19.1 On termination of employment, a worker is entitled to a certificate stating –
- (a) the worker's full name;
  - (b) the name and address of the employer;
  - (c) the EPWP on which the worker worked;
  - (d) the work performed by the worker;
  - (e) any training received by the worker as part of the EPWP;
  - (f) the period for which the worker worked on the EPWP;
  - (g) any other information agreed on by the employer and worker.

---

**Part 2: Data Provided by the Contractor**

**Clause 1.2.1: Delivery of Notices**

The name of the Contractor is .....

The address of the Contractor is .....

Physical Address

Postal Address

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

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

Telephone: .....

Fax:.....

Email: .....

**SIGNED ON BEHALF OF/BY THE TENDERER:**

**NAME**

**SIGNATURE**

**CAPACITY**

**DATE**

MIDVAAL LOCAL MUNICIPALITY

### C1.3. Performance Guarantee

#### GUARANTOR DETAILS AND DEFINITIONS

"Guarantor: ..... means:

Physical ..... address:

"Employer" means: **MIDVAAL LOCAL MUNICIPALITY**

"Contractor" ..... means:"

"Engineer" means such person or persons or their successors duly appointed by the Employer in writing.

"Works" ..... means:

"Site" ..... means:

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

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

Amount ..... in ..... words:

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

Amount ..... in ..... words:

"Expiry Date" ..... means:

#### CONTRACT DETAILS

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

#### PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
  - 3.1. any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
  - 3.2. its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

- 4.1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
- 4.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3. A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
  - 5.1. the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
  - 5.2. a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
  - 5.3. the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his/her affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his/her release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa, the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

**SIGNED AT:**.....



**GUARANTOR (1)**



**SIGNATURE**

---

**DATE**

**CAPACITY**

**GUARANTOR (2)**

**SIGNATURE**

**DATE**

**CAPACITY**

**WITNESS (1)**

**SIGNATURE**

**WITNESS (2)**

**SIGNATURE**

MIDVAAL LOCAL MUNICIPALITY

CONTRACT NO: 8/2/2/454 (2026-2029)

## **C1.4. Adjudication**

Adjudication shall be carried out in terms of Clauses 10.5, 10.6 and 10.7 of the General Conditions of Contract.

The Disclosure Statement and the Adjudication Board Member Agreement to be used in this Contract are contained in Appendices 4 and 5 of the General Conditions of Contract 2015.

MIDVAAL LOCAL MUNICIPALITY

## C1.5. Occupational Health and Safety Agreement

### AGREEMENT MADE AND ENTERED INTO BETWEEN MIDVAAL LOCAL MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

.....  
(Contractor/Mandatory/Company/CC Name)

**IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.**

I, .....,  
representing

....., as an Employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number: .....

OR Compensation Insurer: ..... Policy No.: .....

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an Occupational Health and Safety Agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at ..... on the ..... day of ..... 20.....

#### **SIGNED BY/ON BEHALF OF CONTRACTOR - MANDATORY**

**NAME**

**SIGNATURE**

**DATE**

#### **SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**DATE**

Signed at ..... on the ..... day of ..... 20.....

**SIGNED BY/ON BEHALF OF MIDVAAL LOCAL MUNICIPALITY**

**NAME**

**SIGNATURE**

**DATE**

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**DATE**

**Occupational Health and Safety Conditions**

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2003.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he/she, his/her employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his/her employees and/or his/her sub-contractor/s.
11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

MIDVAAL LOCAL MUNICIPALITY  
CONTRACT NO: 8/2/2/454 (2026-2029)

## C1.6. Contract of Temporary Employment as Community Liaison Officer (CLO)

Contract .....

PROJECT in.....

AGREEMENT made between the CONTRACTOR .....  
the ..... hereafter referred  
to as the Project Steering Committee (PSC), and the Community Liaison Officer, hereafter referred to as the CLO, for the  
appointment and employment of a Community Liaison Officer for the duration of the work in their designated area.

### 1. THE PARTIES HAVE AGREED THAT

The Community Liaison Officer .....

of .....

has been nominated by the PSC. The CLO will be employed by the CONTRACTOR

..... on a temporary basis for the duration  
of the work from the date of signing this agreement to the date of practical completion as defined in the Contract,  
subject to all the conditions set out below.

### 2. THE DUTIES OF THE COMMUNITY LIAISON OFFICER SHALL BE:

1. to keep the Forum and the community informed on the progress of the project;
2. to keep the Contractor informed on relevant Community affairs and possible grievances;
3. to manage the recruitment of workers;
4. to assist the Contractor's supervisory staff in the management of the workers.

### 3. THE FOLLOWING CONDITIONS OF EMPLOYMENT SHALL APPLY:

The Conditions of Temporary Employment as applicable on this Contract for the workers recruited from the  
Community shall apply equally to the CLO, except that the rate of remuneration shall be R400.00 per working  
day. These conditions that apply are listed below as they appear in the Contract of Temporary Employment:

3.1 If required to work on a statutory public holiday or Sunday the payment will be double the amount  
stated in the previous paragraph.

3.2 Maximum hours of work:

- (i) 9¼ hours per day
- (ii) 45 hours per week;
- (iii) 5 days per week;
- (iv) 5 hours without an interval, whereupon there shall be an interval of at least 30 minutes;
- (v) A spread-over period of 12 hours.

3.3 The CLO shall be entitled to payment where he is prevented from working by reasons which are within  
the control of the Contractor.

3.4 On days when it is raining the Contractor may, before 9 a.m., decide not to open the site and there will  
be no pay.

If the Contractor closes the site between 9 a.m. and 1 p.m., the CLO will be paid half the daily wage.

If the site works later than 1 p.m., the CLO will be paid the full daily wage.

3.5 Workers and the CLO will not be permitted to work under conditions of:

- (i) undisciplined or unruly behavior;
- (ii) insubordination to Team Leader, Supervisors or Management;
- (iii) abuse of intoxicating substances;
- (iv) criminal actions by the employee;
- (v) strike action or political stayaways.

3.6 Discipline. Workers may be dismissed after two official written warnings for the following behavior:

- (i) undisciplined or unruly behavior;
- (ii) insubordination to Team Leader, Supervisors or Management;
- (iii) abuse of intoxicating substances;
- (iv) wilful or negligent damage to or loss of machines or equipment.

The Contractor shall ensure that he has statements from at least two witnesses concerning any of the above situations.

The Contractor shall inform the PSC within 24 hours of any warning issued. The PSC has undertaken to review such issues within 5 days.

3.7 The CLO will be paid on a Friday afternoon every two weeks, one week in arrears.

3.8 The CLO shall be given a statement with each payment on which is recorded:

- (i) the name of the Contractor;
- (ii) the CLO's name;
- (iii) the number of days worked by the CLO;
- (iv) the rate per day;
- (v) the details of any deductions made;
- (vi) the actual amount paid to the CLO.

3.9 No deduction shall be made from the remuneration except where the CLO consents in writing or unless the Contractor is permitted or required to do so by law or the order of any competent court.

3.10 The CLO shall be supplied free of charge with all health and safety equipment required by the Occupation Health and Safety Act. The equipment shall remain the property of the Contractor.

3.11 The Contractor must give the CLO at least one week's notice of the termination of the Contract of Temporary Employment. If this is not done, the CLO must be paid earnings for five days. This condition does not apply if the CLO is dismissed.

3.12 At the end of the period of temporary employment, the Contractor shall provide a Certificate of Service recording the Contractor's name, the CLO's name and address, the period of service, the type of work on which the CLO was engaged and the rate of remuneration on termination.

#### **4. TERMINATION OF AGREEMENT**

4.1 If the CLO can no longer perform and execute his/her duties as detailed in this agreement, this agreement will be terminated without prejudice to any rights under this agreement.

4.2 If the appointed CLO is, for any reason, no longer recognised by the PSC. This agreement will be terminated without prejudice to any further rights under this agreement.

#### **5. THE CONDITIONS OF THIS AGREEMENT**

5.1 The parties expressly declare that this agreement contains all the conditions negotiated between them, and no condition or stipulation not contained herein shall be binding upon the parties.

**6. THUS AGREED AND SIGNED BY THE PARTIES:**

PSC Chairperson: .....

Contractor .....

Community Liaison officer: .....

Date: .....

Reference No. 8/2/2/454 (2026-2029)

MIDVAAL LOCAL MUNICIPALITY

**C1.7. ANNEXURE TO SPECIAL CONDITIONS OF CONTRACT TRANSFER OF RIGHTS AND INDEMNITY**

Claim for materials on site, Payment Certificate No: ..... Date: .....

Tender No: ..... for (contract title) .....

I, the undersigned (name of signatory) .....in my capacity as

.....of (name of Contractor) .....

duly authorised hereto on behalf of the Contractor hereby transfer, cede and assign all the Contractor's rights, title and interest in and to the materials and goods, for which evidence of bona fide ownership is attached hereto,

unto and in favour of (name of Employer) .....

Insofar as the Contractor retains actual control of the materials and goods, the right of ownership thereof passes to the Employer by *constitutum possessorium*.

I herewith indemnify the Employer against any claim to and in respect of said materials by reason of the Contractor's sequestration or liquidation or of any effect in the Contractor's title to the materials and agree that no payment for materials on site will be made by the Employer until such time as I have submitted documentary proof of bona fide ownership of the said materials and goods.

The transfer shall become effective upon conclusion of the Contractor receiving payment from the Employer or from any other person on behalf of the Employer for the materials and goods as Materials on Site, payment of retention money thereon excluded.

I further confirm that I am fully responsible for all materials and goods listed under this Transfer of Rights and that they have been insured adequately against all risks and will remain insured until they are built into or used in the permanent works and taken over by the Employer.

**This certificate of Transfer of Rights applies only to the materials and goods as listed in the following table:**

DESCRIPTION OF ITEM	UNIT	QTY	RATE	AMOUNT	SUPPLIER
<b>TOTAL VALUE OF MATERIALS AND GOODS</b>					

Signed by ..... Date .....  
for and on behalf of the Contractor,

Witnesses by ..... Date .....

[Note: This form, together with the documentary proof of ownership or proof of payment by the Contractor to the supplier, shall accompany the Contractor's claim for payment for materials on site]

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## Part C2: Pricing Data and Bill of Quantities

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## C2.1. Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of Clause 8 of each of the SANS 1200 Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of SANS 1200-A, General.
2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	per cent	m <sup>2</sup> .pass	=	square metre-pass
h	=	hour	m <sup>3</sup>	=	cubic metre
ha	=	hectare	m <sup>3</sup> .km	=	cubic metre-kilometre
kg	=	kilogram	MN	=	meganewton
kℓ	=	kilolitre	MN.m	=	meganewton-metre
km	=	kilometre	MPa	=	megapascal
km-pass	=	kilometre-pass	No.	=	number
kPa	=	kilopascal	Prov sum	=	Provisional sum
kW	=	kilowatt	P C sum	=	Prime Cost sum
ℓ	=	litre	sum	=	lump sum
m	=	metre	t	=	ton (1 000 kg)
mm	=	millimetre	W/day	=	Work day
m <sup>2</sup>	=	square metre			

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The prices and rates to be inserted in the Bill of Quantities are fully inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.
5. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.SANS.co.za](http://www.SANS.co.za) or [www.iso.org](http://www.iso.org) for information on standards).
6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.
7. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
8. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
9. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
10. Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the SANS 1200 Standardised Specifications.
11. The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the SANS 1200 applicable specification or as amended in the Scope of Work. In the latter case, the item number is prefixed with the letter "B". The same applies to new clauses added to the standard specifications. The work scheduled payment should be referred to the applicable payment items in SANS 1200, which must receive preference to the reference given in the Bill of Quantities or if any such reference is not indicated.
12. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bill of Quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the Works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such Works, other than plant specifically provided for in the Scope of Work, is a variation to the contract. The items marked with the letters L are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not override any of the requirements in the generic labour intensive specification in the Scope of Works.

13. Payment for items, which are designated to be constructed labour-intensively (either in this schedule with an LI 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.
14. Tender rates should be treated as rate only as the actual quantities will be determined on site and may vary considerably from those given in the Bill of Quantities.
15. For the purposes of this schedule of quantities, the following words shall have the meaning 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 work for which the tenderer tenders to do the work.
  - Amount: An amount tendered for an item, the extent of which is described in the schedule of quantities, the specification or elsewhere, but of which the quantity of work is not measured in units.
  - “LI” Labour Intensive methods to be used in accordance with Project Specifications
16. Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (except for Value Added Tax), etc. and for the completed items of work as specified. Full compensation for completing and maintaining, during the maintenance period, all work shown on the drawings and specified in the specifications, and for all the risk, obligations and responsibilities specified in the general conditions of contract, special conditions of contract and the project specifications shall be considered as provided for collectively in the items of payment given in the schedule of quantities, except in so far as the quantities given in the schedule of quantities are only approximate.
17. The tenderer shall fill in a rate or a lump sum for each item where provision is made for it, - this includes rate only items. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the schedule of quantities.

Please only complete rates and totals for those items that have entries in the quantity column – this include “rate only” items

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

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

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

Preliminary & General Section may not be tendered as a lump sum. 10% of Preliminary & general will be applicable per each order. A tender may be disqualified if the P&G Section is tendered as a lump sum.
18. The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items.
19. The amount of work or the quantities of material stated in the schedule of quantities shall not be considered as restricting or extending the amount of work to be done or the quantity of material to be supplied by the contractor.
20. The statement of quantities of material or amount of work in the schedule of quantities shall not be regarded as authorization for the contractor to order material or to execute the work. The contractor shall obtain the engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
21. The short description of the payment items in the schedule of quantities is only given to identify the items and to provide specific details. Reference shall inter alia be made to the drawings, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entitled under each item.
22. The provisions of Clause 6.6 of the general conditions of contract shall apply to provisional sums and prime cost sums.
23. Subject to the conditions stated in paragraph 25 below, the rates and lump sums filled in by the tenderer in the schedule of quantities shall be final and binding, and may not be adjusted should there be any mistakes in the extensions thereof

and in the amounts, appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled schedule of quantities, the rates will be regarded as being correct, and the employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the schedule of quantities. Under no circumstances will tendered rates be adjusted when such errors are corrected. In such an event the contractor will be consulted but, failing agreement between the parties, the decision of the employer shall be final and binding. Adjustment of the tender sum will take place only after acceptance of the tender, but prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.

24. A tender may be rejected if the unit rates or lump sums for some of the items in the schedule of quantities are, in the opinion of the employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the employer to adjust the unit rates or lump sums for such items, to make such adjustments.
25. All rates and sums of money quoted in the schedule of quantities shall be in Rands and whole cents. Fractions of a cent shall be discarded.
26. The schedule of quantities shall be completed in **BLACK INK. Tenders where the Schedule of Quantities is completed in pencil, WILL be disqualified.**
27. All prices and rates shall exclude value added tax (VAT). The Tenderer shall calculate VAT and enter it as the end of the Summary of the Schedule of Quantities
28. Bidders who do not fill-in the pricing schedule for each rates and Lump Sums will be disqualified. If a bidder intends not to charge for the item, the rate must be filled as R0.00
29. Arithmetical errors of responsive Tenders will be corrected in the following manner:
  - a. If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the **unit rate shall govern** and the line item total shall be corrected.
  - b. Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the **corrected total of the prices shall govern.**
  - c. Where there is a discrepancy between the amount indicated in the Tenderer's tender offer and the corrected amount obtained after completing the above steps, the **corrected amount shall govern.**

**CORRECTION OF ENTRIES MADE BY TENDERER**

Any entry made by the Tenderer in the Bill of Quantities, forms, etc, which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.

MIDVAAL LOCAL MUNICIPALITY

## C2.2. Bill of Quantities

CONTENTS	PAGE
<b>BILL OF QUANTITIES</b>	
Summary Of Bill Of Quantities .....	188
Declaration .....	190

SECTION 1200 A					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SANS 1200 A	<b>GENERAL</b>				
	<b>Scheduled fixed-charge and value-related items:</b>				
<b>B8.3.1</b>	.01 Fixed preliminary and general charges	L Sum	1		
<b>B8.3.2</b>	.02 Value-related preliminary and general charges	L Sum	1		
	<b>Scheduled time-related items:</b>				
<b>B8.4.1</b>	.01 Time-related preliminary and general charges	Month	18		
<b>B8.5</b>	<b>Sums stated provisionally by the Engineer:</b>				
	.01 Community Liaison Officer	Month	18		
	.01 Overheads, charges & profits on item B8.5 .01	%			
	.02 Provision of survey equipment for the use of the Engineer	PC Sum	1	R80 000.00	R 80 000.00
	.03 Additional tests required by the Engineer	PC Sum	1	R250 000.00	R 250 000.00
	.04 Information Signage	PC Sum	1	R80 000.00	R 80 000.00
	.01 Overheads, charges & profits on item B8.5 .04	%	410 000		
<b>B8.6</b>	<b>Accredited Training</b>	PC Sum	1	R600 000.00	R 600 000.00
	.01 Overheads, charges & profits on item B8.6	%	600 000		
<b>B8.7</b>	<b>Compliance with OHS Act and Regulations (including the Construction Regulations, 2014)</b>	L Sum	1		
<b>B8.8</b>	<b>Occupational health and safety audits by Midvaal Local Municipality</b>	Month	18		
<b>B8.9</b>	<b>Compliance with Environmental Management Plan (EMPr) and GDARD &amp; DWS Conditions</b>	Month	18		
<b>B8.10</b>	<b>Appointment of Environmental Control Officer as nominated by the Engineer</b>	Month	18		
<b>TOTAL CARRIED FORWARD</b>					

						SECTION 1200 A
REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
<b>TOTAL BROUGHT FORWARD</b>						
<b>B8.8.2</b>	<b>Accommodation of Traffic</b>					
	Accommodation of traffic and maintenance of bypasses	m	2 000			
	<b>Earthworks for Bypasses</b>					
	Shaping of bypass	m	2 000			
	Watering of bypasses	kℓ	600			
	<b>Temporary traffic-control facilities</b>					
	2 x Flagmen fulltime	month	18			
	Portable STOP and GO-Ry signs	No	4			
	Road signs, TR-series, 1200mm in diameter or 900mm x 675mm if rectangular	No	10			
	Road signs, TW-series, 1 524 mm sides	No	8			
	Road signs, TG-series	No	2			
	Danger plates and delineators	No	300			
	Movable barricades (chevron and ROAD CLOSED types)	No	10			
	Plastic New Jersey Barrier	No	30			
	Safety net and barricading	L/SUM	1			
<b>8.8.4</b>	<b>Location and protection of existing services:</b>					
	.01 Provision of detecting devices for:					
	.01 Water and sewer pipes	L Sum	1			
	.02 Electrical and other cables	L Sum	1			
	.02 Hand excavation necessary for locating and exposing existing services in all materials:					
	.01 In roadways	m <sup>3</sup>	50			
	.02 In all other areas	m <sup>3</sup>	200			
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>						

SECTION 1200 AB						
ITEM NO		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SANS 1200 AB		<b><u>ENGINEERS OFFICE</u></b>				
		<b>Scheduled fixed-charge and Time-related items:</b>				
<b>B8.2.1.1</b>	.01	Fixed charges	L Sum	1		
		<b>Scheduled time-related items:</b>				
<b>B8.2.1.2</b>	.01	Time-related charges	Month	18		
	.02	Housing for Engineer's representative	Month	18		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>						<b>R 0.00</b>

						SECTION 1200 C
ITEM NO	NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SANS 1200 C		<b><u>SITE CLEARANCE</u></b>				
8.2.1		<b>Clear and grub:</b>				
	.01	Landfill Cell Areas	m <sup>2</sup>	11 000		
	.02	PCD and Leachate pond Areas	m <sup>2</sup>	22 000		
8.2.10		<b>Remove topsoil to nominal depth of 150 mm and stockpile</b>	m <sup>3</sup>	3 300		
8.2.8		<b>Demolish and remove structures/ buildings and dismantle steelwork:</b>				
	.01	Concrete Kerbing	m	150		
	.02	Concrete elements	m <sup>3</sup>	50		
8.2.2		<b>Remove and grub large trees and tree stumps of girth:</b>				
	.01	Over 1m and up to and including 2m	No	15		
8.2.3		<b>Remove and grub all trees and tree stumps regardless of girth</b>	ha	3		
8.2.5		<b>Take down existing fences</b>				
	.01	Diamond mesh Fence	m	300		
	.02	Concrete Palaside (including footings)	m	500		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>						

SECTION 1200 D						
ITEM NO		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SANS 1200 D	140	<b><u>EARTHWORKS</u></b>				
		<b><u>Construction of waste cell</u></b>				
8.3.2	140.1	<b>Bulk excavation use for backfill or embankment or dispose as ordered within 1,0 km in all material:</b>				
		.01 Cut to stockpile (selective material for fill in layers of 150mm for the PCD and Leachate pond construction)	m <sup>3</sup>	5 500		
		.02 Cut to stockpile (Old waste)	m <sup>3</sup>	Rate Only		ro
		.03 Extra over for:				
		.01 Intermediate excavation	m <sup>3</sup>	5 500		
		.02 Hard rock excavation	m <sup>3</sup>	2 750		
8.3.4	140.2	<b>Importing of Materials</b>				
		0.01 Extra over items 140.1.01 and 140.1.02 for importation of material from commercial source		3 300		
		0.02 Extra over items 140.1.01 and 140.1.02 for importation of material from borrow pits		2 200		
8.3.10		<b>Topsoiling</b>				
		.01 Excavate from stockpile, cart on and spread	m <sup>3</sup>	275		
8.3.11		<b>Grassing or other vegetation cover:</b>				
		.01 Planting of Grass cuttings	m <sup>2</sup>	1 200		
		.02 Hydro Seeding	m <sup>2</sup>	1 000		
B8.3.14		<b>Crushing and screening</b>				
		.01 Single-stage crushing	m <sup>3</sup>	Rate Only		ro
		.02 Crushing and screening	m <sup>3</sup>	Rate Only		ro
		.03 The establishment of a 3 stage crushing plant on site complete	No	Rate Only		ro
B8.3.15		<b>Shaping of existing waste body to a uniform slope:</b>				
		.01 Levelling, shaping and compacting waste (3 pass minimum) with a 30 ton bulldozer or equivalent to form new cell platform	m <sup>2</sup>	7 920		
<b>TOTAL CARRIED FORWARD</b>						

						SECTION 1200 B
ITEM NO	DESCRIPTION	UNIT	QUAN-	RATE	AMOUNT	
<b>TOTAL BROUGHT FORWARD</b>						
SANS 1200 D	<b><u>EARTHWORKS</u></b>					
	<b><u>Construction of PCD and Leachate pond</u></b>					
8.3.2	<b>Bulk excavation use for backfill or embankment or dispose as ordered within 1,0 km in all material:</b>					
	.01 Cut to stockpile (selective material for fill for construction of liner layers in landfill cell and dam (base and embankment slopes) in layers of 150mm)	m <sup>3</sup>	30 800			
	.02 Cut to stockpile (old waste)	m <sup>3</sup>	17 600			
	.03 Extra over for:					
	.01 Intermediate excavation	m <sup>3</sup>	550			
	.02 Hard rock excavation	m <sup>3</sup>	1 100			
8.3.10	<b>Topsoiling</b>					
	.01 Excavate from stockpile, cart on and spread	m <sup>3</sup>	220			
8.3.11	<b>Grassing or other vegetation cover:</b>					
	.01 Planting of Grass cuttings	m <sup>2</sup>	1 100			
	.02 Hydro Seeding	m <sup>2</sup>	1 100			
<b>B8.3.11</b>	<b>Borehole Drilling</b>					
	.01 Drill and install 40m monitoring borehole complete with lockable cap.	no	1			
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>						

						SECTION 1200 DB
ITEM NO	DESCRIPTION	UNIT	QUAN-	RATE	AMOUNT	
<b>1200 DB</b>	<u>TRENCHES FOR STORMWATER PIPES</u>					
8.3.1	<b>Site Clearance and (if specified) removal of topsoil</b>					
	.01 Clear vegetation and trees of girth up to 1m.	m <sup>2</sup>	1 218			
8.3.2	<b>Excavation</b>					
	Excavate in all material for trenches and use for backfill, compact, and dispose of surplus material.					
	.01 For trench width of 1.0m-1.5m and for depths of:					
	.01 Up to 1.0 m	m <sup>3</sup>	50			
	.02 Over 1.0 m up to 2.0 m	m <sup>3</sup>	50			
	.03 Over 2.0 m up to 3.0 m	m <sup>3</sup>	50			
	.04 Over 3.0 m up to 4.0 m	m <sup>3</sup>	-			
	.02 Extra over for:					
	.01 Hard rock excavation.	m <sup>3</sup>	25			
8.3.3	<b>Excavation Ancillaries</b>					
	.01 Imported backfill materials from:					
	.01 Designated borrow pits.	m <sup>3</sup>	50			
8.3.4	<b>Particular Items</b>					
	.02 Temporary works: Control water inflow					
	.01 Provide equipment.	L Sum	1			
	.02 Operate and maintain	L Sum	1			
	.03 Remove equipment.	L Sum	1			
<b>TOTAL CARRIED FORWARD</b>						

SECTION 1200 DB					
REFERS	DESCRIPTION	UNIT	QUAN-	RATE	AMOUNT
<b>TOTAL BROUGHT FORWARD</b>					
<b>1200 DB</b>	<u>TRENCHES FOR SEWER PIPES</u>				
8.3.1	<b>Site Clearance and (if specified) removal of topsoil</b>				
	.01 Clear vegetation and trees of girth up to 1m.	m <sup>2</sup>	250		
8.3.2	<b>Excavation</b>				
	Excavate in all material for trenches and use for backfill, compact, and dispose of surplus material.				
	.01 For trench width of 600 mm				
	.01 Depth up to 1.0 m	m <sup>3</sup>	75		
	.02 Depth over 1.0 m up to 2.0 m	m <sup>3</sup>	100		
	.03 Depth over 2.0 m up to 3.0 m	m <sup>3</sup>	150		
	.04 Depth over 3.0 m up to 4.0 m	m <sup>3</sup>	100		
	.02 Extra over for:				
	.02 Hard rock excavation.	m <sup>3</sup>	75		
<b>TOTAL CARRIED FORWARD</b>					

						SECTION 1200 DB
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
<b>TOTAL BROUGHT FORWARD</b>						
	<b><u>TRENCHES FOR SUB-SURFACE DRAINS</u></b>					
	<b><u>Construction of waste cell</u></b>					
8.3.2	<b>Excavation</b>					
	Excavate in all material for trenches and use for backfill, compact, and dispose of surplus material.					
	.01 For trench width of 600mm					
	.01 Up to 1m	m <sup>3</sup>	1 200			
	.02 Depth over 1.0 m up to 2.0 m	m <sup>3</sup>	165			
	.02 Extra over for:					
	.01 Intermediate excavation.	m <sup>3</sup>	80			
	.02 Hard rock excavation.	m <sup>3</sup>	120			
	<b><u>Construction of pcd and leachate pond</u></b>					
8.3.2	<b>Excavation</b>					
	Excavate in all material for trenches and use for backfill, compact, and dispose of surplus material.					
	.01 For trench width of 600mm					
	.01 Up to 1m	m <sup>3</sup>	500			
	.02 Depth over 1.0 m up to 2.0 m	m <sup>3</sup>	228			
	.03 Depth over 2.0 m up to 3.0 m	m <sup>3</sup>	50			
	.02 Extra over for:					
	.02 Hard rock excavation.	m <sup>3</sup>	50			
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>						

SECTION 1200 DK						
ITEM NO	NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SANS 1200 DK		<b><u>GABIONS AND PITCHING</u></b>				
8.2.1		<b>Surface preparation for bedding of gabions</b>				
	.01	Cavities filled with approved excavated material or rock.	m <sup>2</sup>	200		
	.02	Cavities filled with 15Mpa Concrete	m <sup>2</sup>	200		
8.2.2		<b>Gabion</b>				
	.01	Gabion boxes with rock obtained from site: PVC-coated 75 x 75 x 2,75 with galvanised wire for wall in blocks of 2m x 1m x1m	m <sup>3</sup>	200		
	.02	PVC-coated 75 x 75 x 2,75 with galvanised wire for wall in blocks of 2m x 1m x0.3m	m <sup>3</sup>	100		
	.02	Gabion boxes with rock obtained from commercial sources:				
	.01	PVC-coated 75 x 75 x 2,75 galvanised wire for wall in blocks of 2m x 1m x1m	m <sup>3</sup>	200		
	.02	PVC-coated 75 x 75 x 2,75 galvanised wire for wall in blocks of 2m x 1m x0.3m	m <sup>3</sup>	100		
8.2.3		<b>Extra over item 146.02 for packing selected stone for exposed face</b>	m <sup>2</sup>	250		
8.2.4		<b>Geotextile or membrane.</b>	m <sup>2</sup>	250		
8.2.5		<b>Pitching</b>				
	.01	Grouted pitching:				
	.01	Light pitching with rock obtained from site	m <sup>2</sup>	500		
	.02	Light pitching with rock obtained from commercial sources	m <sup>2</sup>	50		
<b>B8.2.5</b>		<b>Multi-cell:</b>				
	.01	Line channel with 100mm multi-cell (by kaytech or similar) and fill with 15 Mpa Concrete.	m	300		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>						

SECTION 1200 DM						
ITEM NO		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SANS 1200 DM		<b><u>EARTHWORKS (ROADS, SUBGRADE)</u></b>				
		<b><u>Construction of waste cell</u></b>				
8.3.3		<b>Treatment of platform:</b>				
	.01	150mm Roadbed/subgrade preparation and compaction of material to:				
	.01	Minimum of 93% of modified AASHTO maximum density	m <sup>3</sup>	29 000		
	.02	In-place treatment of roadbed/subgrade in intermediate or hard rock material by:				
	.01	Ripping	m <sup>3</sup>	2 000		
	.02	Blasting	m <sup>3</sup>	1 000		
8.3.5		<b>Selected layer using material from designated borrow pits or excavations for liner construction:</b>				
	.01	Load up selected material from stockpiles, haul, place, spread in 150mm layer, and compact to a minimum of 95% Std Proctor maximum dry density at OMC to OMC +2%, to form cell liner in new cell for 1 x 150mm clay liner	m <sup>3</sup>	3 300		
	.02	Load up selected material from stockpiles, haul, place, spread in 150mm layers, and compact to a minimum of 95% Std Proctor maximum dry density at OMC to OMC +2%, to form cell embankments in new cell.	m <sup>3</sup>	7 200		
<b>TOTAL CARRIED FORWARD</b>						

SECTION 1200 DM						
ITEM NO		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>TOTAL BROUGHT FORWARD</b>						
SANS 1200 DM		<b><u>EARTHWORKS (ROADS, SUBGRADE)</u></b>				
		<b><u>Construction of PCD and Leachate Pond</u></b>				
8.3.3		<b>Treatment of the platform:</b>				
	.01	150mm Roadbed/subgrade preparation and compaction of material to:				
		.01 Minimum of 93% of modified AASHTO maximum density	m <sup>3</sup>	1 150		
		.02 Dynamic Compaction (DC) with 10-ton weight	m <sup>2</sup>	Rate Only		ro
8.3.4		<b>Cut to fill, borrow to fill</b>				
	.01	Compact to 93% of modified AASHTO maximum density	m <sup>3</sup>	Rate Only		ro
8.3.5		<b>Selected layer using material from designated borrow pits or excavations:</b>				
	.01	Load up selected material from stockpiles, haul, place, spread in 150mm layers, and compact at 95% Proctor dry density at OMC to omc +2%, to form cell liner in new cell for 4 x 150mm clay liner	m <sup>3</sup>	4 560		
<b>TOTAL CARRIED FORWARD</b>						

SECTION 1200 DM						
REFERS		DESCRIPTION	UNIT	QUAN-	RATE	AMOUNT
<b>TOTAL BROUGHT FORWARD</b>						
SANS 1200 DM	<b>147.00</b>	<b><u>EARTHWORKS (ROADS, SUBGRADE)</u></b>				
8.3.3	<b>147.11</b>	<b><u>Treatment of roadbed:</u></b>				
		.01 Roadbed preparation and compaction of material to:				
		Rip and recompact 150mm roadbed layer to minimum compaction density of 93% of modified AASHTO maximum density				
		.02	m <sup>3</sup>	1 950		
8.3.4	<b>147.12</b>	<b>Cut to fill</b>				
		.01 Compact to 93% of modified AASHTO maximum density	m <sup>3</sup>	1 100		
8.3.5	<b>147.13</b>	<b>Selected layer</b>				
		.01 150mm upper selected layer compacted to 95% MOD AASTHO with G6 material obtained from borrow pit.	m <sup>3</sup>	1 100		
		.02 150mm lower selected layer compacted to 93% MOD AASTHO with G7 material obtained from borrow pit.	m <sup>3</sup>	1 950		
8.3.6	<b>147.14</b>	<b>Extra over items 8.3.4 for excavating and breaking down material in:</b>				
		.01 Hard excavation	m <sup>3</sup>	350		
8.3.7		<b>Cut to stockpile</b>				
		.01 Soft excavation	m <sup>3</sup>	300		
		.03 Hard excavation	m <sup>3</sup>	100		
8.3.15		<b>Catchwater mounds and channels and mitre banks and channels</b>	m <sup>3</sup>	300		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>						

SECTION 1200 GA						
ITEM NO		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SANS 1200 GA		<b><u>CONCRETE (SMALL WORKS)</u></b>				
		<u>SCHEDULED REINFORCEMENT ITEMS</u>				
8.3.2		<b>High-tensile welded mesh in the following:</b>				
		.01 supply and install mesh ref 245	m <sup>2</sup>	200		
		<u>SCHEDULED CONCRETE ITEMS</u>				
8.4.1		<b>Prescribed mix concrete:</b>				
		.02 Class 1:3:6/19 mm concrete in:				
		.01 Concrete in V-drains	m <sup>3</sup>	250		
		.02 Concrete in trapezoidal drains	m <sup>3</sup>	500		
		Supply and place 15MPa Concrete in 75mm Geocells	m <sup>2</sup>	3000		
		Supply and place 15MPa Concrete in 150mm Geocells	m <sup>2</sup>	7600		
		Excavate, supply and fill anchor trench 1000mm x 1000mm with 10 MPa concrete. Trench to include 75mm diam HDPE pipe as Deadman anchor along the length of the trench	m	300		
		Excavate, supply and fill anchor trench 800mm x 600mm with 10 MPa concrete. Trench to include 75mm diam HDPE pipe as Deadman anchor along the length of the trench	m	300		
		Excavate, supply and fill anchor trench 600mm x 600mm with 10 MPa concrete. Trench to include 75mm diam HDPE pipe as Deadman anchor along the length of the trench	m	500		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>						

SECTION 1200 LB						
ITEM NO		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SANS 1200 LB		<b><u>BEDDING (PIPES)</u></b>				
		<u>BEDDING FOR STORMWATER PIPES</u>				
8.2.1		<b>Provision of bedding from trench excavations:</b>				
	.01	Selected granular material	m <sup>3</sup>	180		
	.02	Selected fill material	m <sup>3</sup>	150		
8.2.2		<b>Supply only of bedding by importation:</b>				
	.01	From commercial sources:				
	.01	Selected granular material	m <sup>3</sup>	200		
	.02	Selected fill material	m <sup>3</sup>	225		
8.2.3		<b>Concrete bedding cradle:</b>				
	.01	Class 25MPa/19 mm	m <sup>3</sup>	10		
8.2.4		<b>Encasing of pipes in concrete:</b>				
	.01	Class 25MPa/19 mm	m <sup>3</sup>	20		
		<u>BEDDING FOR LEACHATE PIPES</u>				
8.3.1		<b>Provision of bedding from trench excavations:</b>				
	.01	Selected granular material	m <sup>3</sup>	300		
	.02	Selected fill material	m <sup>3</sup>	350		
8.3.2		<b>Supply only of bedding by importation:</b>				
	.01	From commercial sources:				
	.01	Selected granular material	m <sup>3</sup>	300		
	.02	Selected fill material	m <sup>3</sup>	400		
8.3.3		<b>Concrete bedding cradle:</b>				
	.01	Class 25MPa/19 mm	m <sup>3</sup>	10		
8.3.4		<b>Encasing of pipes in concrete:</b>				
	.01	Class 25MPa/19 mm	m <sup>3</sup>	20		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>						

SECTION 1200 LC						
ITEM NO		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SANS 1200 LC		<b><u>CABLE DUCTS</u></b>				
8.2.2		<b>Excavation</b>  Excavate in all material for trenches and use for backfill, compact, and dispose of surplus material.  .01 For trench width of 500mm and for depths of:  .01 Up to 1m	m <sup>3</sup>	50		
LI 8.2.5		<b>Supply, lay, bed and prove duct:</b>  .01 For service ducts:  .01 110 mm dia	m	100		
LI 8.2.8		<b>Cable markers:</b>  .02 Kerb markers	No.	10		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>						

SECTION 1200 LD						
ITEM NO		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SANS 1200 LD		<b><u>SEWERS</u></b>				
8.2.1		<b>Supply, lay, joint, bed on class B bedding and test pipeline:</b>				
		.01 HDPE PE63 pipes:				
		.01 DN160 PN40	m	1500		
		.02 DN200 PN40	m	320		
		.03 DN300 PN40	m	250		
		.02 HDPE Ribbed Slotted/perforated pipes:				
		.01 DN110mm SN4 (Drainex or similar)	m	500		
		.02 DN160mm SN4 (Drainex or similar)	m	350		
8.2.3		<b>Manhole</b>				
		.01 <b>Preformed HDPE water-tight manhole from Ø1000mm, 8kN structured wall HDPE shaft complete with steps, benching, concrete work, channel, heavy duty cover and frame.</b>				
		.01 Depth up to 1.0 m	No.	1		
		.02 Depth over 1.0 m up to 1,5 m	No.	5		
		.03 Depth over 1,5 m up to 2.0 m	No.	3		
		.04 Depth over 2.0 m up to 2.5 m	No.	3		
		.05 Depth over 2.5 m up to 3.0 m	No.	1		
		.06 Depth over 3.0 m up to 3.5 m	No.	1		
		.07 Depth over 3.5 m up to 4.0 m	No.	1		
8.2.5		<b>Cleaning eyes in anchor block ending of pipes:</b>				
8.2.8		<b>Anchor blocks:</b>	No.	10		
		.02 Class 30MPa concrete	m <sup>3</sup>	8		
<b>TOTAL CARRIED FORWARD</b>						

SECTION 1200 LD						
ITEM NO		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>TOTAL BROUGHT FORWARD</b>						
8.2.9		<b>Marker posts</b>	No.	30		
8.2.10		<b>Permanent plug stoppers:</b>				
		.01 DN110 dia	No.	5		
		.02 DN160 dia	No.	5		
8.2.12		<b>Raising or lowering of existing manholes, all types:</b>				
		.01 Raise/lower precast manholes, all types:				
		.01 Raise/lower 0 m up to 1,0 m	No.	4		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>						

SECTION 1200 LE						
ITEM NO		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SANS 1200 LE 8.2.1		<b><u>STORMWATER DRAINAGE</u></b>  <b>Supply and lay concrete pipe culverts on class B bedding:</b>				
		.01 CL100D CONCRETE PIPES				
		.01 450Ø	m	50		
		.02 600Ø	m	100		
		.03 900Ø	m	30		
8.2.2		<b>Supply and Lay Portal and Rectangular Culverts</b>				
		.01 Complete with precast invert slab:  900mm x 450mm rectangular culvert (CL 175S)	m	30		
8.2.8		<b>Supply and install Manholes, Catchpits and the like:</b>				
		.01 Headwall:	No.	6		
		.02 Manhole:	No.	5		
		.03 500mm Kerb Opening to detail:	No.	5		
8.2.9		<b>Alternatively to item 8.2.8:</b>				
		.01 Brickwork:				
		.01 230 mm thick (Engineering Bricks)	m <sup>2</sup>	20		
		.02 Benching in grade 20Mpa concrete with 13 mm rendering	m <sup>3</sup>	10		
		.03 Cast in situ Concrete CL 30Mpa with a 19mm stone	m <sup>3</sup>	10		
<b>TOTAL CARRIED FORWARD</b>						

SECTION 1200 LE

TOTAL BROUGHT FORWARD						
ITEM		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SANS 1200 LE		<b><u>STORMWATER DRAINAGE</u></b>				
		<u>Construction of waste cell</u>				
8.2.1		<b>Geofabric for subsoils</b>				
	.01	Supply and install light duty Nonwoven, Needle punched, Continuous Filament, Polyester Geotextile Bidim A4 or similar wrapped around drainage material, including all jointing, trimming, and wastage	m <sup>2</sup>	2 750		
<b>B8.2.10</b>		<b>Crushed stone for subsoils</b>				
	.01	Supply from commercial sources:				
	.01	19mm single graded crushed stone for subsurface drains	m <sup>3</sup>	495		
	.02	Obtain from crushing on site:				
	.01	19mm single graded crushed stone for subsurface drains	m <sup>3</sup>	Rate Only		ro
<b>B8.2.11</b>		<b>Crushed stone in gas drainage layer</b>				
	.01	Supply from commercial sources:				
	.01	Laying of graded, rounded 19 mm stone drainage layer 150mm thick	m <sup>3</sup>	1 100		
	.02	Obtain from crushing on site:				
	.01	Laying of graded, rounded 19 mm stone drainage layer 150mm thick	m <sup>3</sup>	Rate Only		ro
		<b>Crushed stone drainage layer for capillary break layer</b>				
	.01	Supply from commercial sources:				
	.01	19mm single graded crushed stone for subsurface drains	m <sup>3</sup>	1 100		
	.02	Obtain from crushing on site:				
	.01	19mm single graded crushed stone for subsurface drains	m <sup>3</sup>	Rate Only		ro
<b>TOTAL CARRIED FORWARD</b>						

SECTION 1200 LE

TOTAL BROUGHT FORWARD						
ITEM NO		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
8.2.9		<b>Alternatively to item 8.2.8:</b>				
		.03 Cast in situ Concrete CL 30Mpa with 19mm stone	m <sup>3</sup>	3		
SANS 1200 LE		<b><u>STORMWATER DRAINAGE</u></b>				
		<u>Leachate Stone Drainage Layer</u>				
<b>B8.2.10</b>		<b>Crushed stone in leachate drainage later</b>				
		.01 Supply from commercial sources:				
		.01 Laying of graded rounded 38 mm to 50 mm stone drainage layer 150mm thick	m <sup>3</sup>	4 125		
		.02 Obtain from crushing on site:				
		.01 Laying of graded, rounded 38mm to 50 mm stone drainage layer 150mm thick	m <sup>3</sup>	Rate Only		ro
		<u>Sand Protection Layer</u>				
<b>B8.2.11</b>		<b>Silty sand in liner system</b>				
		.01 Supply from commercial sources:				
		.01 Laying of silty sand layer 100mm thick	m <sup>3</sup>	2 750		
		.02 Obtain from site:				
		.01 Laying of silty sand layer 100mm thick	m <sup>3</sup>	792		
<b>TOTAL CARRIED FORWARD</b>						

SECTION 1200 LE

TOTAL BROUGHT FORWARD						
ITEM NO		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SANS 1200 LE		<b><u>STORMWATER DRAINAGE</u></b>				
		<b><u>Construction of pcd and leachate pond</u></b>				
8.2.1		<b>Geofabric for subsoils</b>				
		.01 Supply and install light duty Nonwoven, Needle punched, Continuous Filament, Polyester Geotextile Bidim A4 or similar wrapped around drainage material, including all jointing, trimming, and wastage	m <sup>2</sup>	2 404		
<b>B8.2.10</b>		<b>Crushed stone for subsoils</b>				
		.01 Supply from commercial sources:				
		.01 19mm single graded crushed stone for subsurface drains	m <sup>3</sup>	660		
		.02 Obtain from crushing on site:				
		.01 19mm single graded crushed stone for subsurface drains	m <sup>3</sup>	220		
		<u>Sand Protection Layer</u>				
<b>B8.2.11</b>		<b>Silty sand in liner system</b>				
		.01 Supply from commercial sources:				
		.01 Laying of silty sand layer 100mm thick	m <sup>3</sup>	1 650		
		.02 Obtain from site:				
		.01 Laying of silty sand layer 100mm thick	m <sup>3</sup>	Rate Only		ro
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>						

SECTION 1200 ME						
ITEM NO		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SANS 1200 ME		<b><u>SUBBASE</u></b>				
8.3.1		<b>Construct the subbase course/ shoulder/ gravel wearing course with material excavated in all materials from bollow pits (from crusher).</b>				
	.01	150mm lower subbase (C4 to TRH 14) compacted to 95% MOD AASTHO with G6 material obtained from commercial sources.	m <sup>3</sup>	1 210		
8.3.3		<b>Construct the subbase course with material obtained from commercial sources provided by the contractor.</b>				
	.01	150mm upper subbase (C3 to TRH 14) compacted to 97% MOD AASTHO with G5 material obtained from commercial sources.	m <sup>3</sup>	1 210		
	.02	150mm lower subbase (C4 to TRH 14) compacted to 95% MOD AASTHO with G6 material obtained from commercial sources.	m <sup>3</sup>	1 045		
8.3.5		<b>Process subbase material by one of the following processes, as relevant, and use in the subbase:</b>				
	.01	Stabilization	m <sup>3</sup>	2 255		
8.3.8		<b>Stabilizing agent:</b>				
	.01	Portland cement	t	242		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>						

SECTION 1200 MJ						
ITEM NO		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SANS 1200 MJ		<b><u>SEGMENTED PAVING</u></b>				
8.2.1		<b>Provision of edge restraints:</b>				
		.01 150mm x 150mm Precast edge beam	m	450		
		.02 Curved Edge beam of radius exceeding 4m and not exceeding 20m.	m	250		
8.2.2		<b>Construction of paving complete:</b>				
		.01 Type S-A Concrete segmented interlocking block paving (Class30/2.0 to SANS 1058):				
		.01 80mm thick	m <sup>2</sup>	8 030		
8.2.3		<b>Cutting blocks to fit edge restraints:</b>				
		.01 Straight cutting	m	220		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>						

SECTION 1200 MK						
ITEM NO		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SANS 1200 MK 8.2.1		<b><u>KERBING AND CHANNELLING</u></b>				
		<b>Concrete kerbing</b>				
		.01 Cast-in-situ of Grade 30/19 concrete:				
		.01 Straight kerbing.	m <sup>3</sup>	80		
		.02 SANS 927 figure 8c Precast Concrete kerbing				
		.01 Straight kerbing.	m	2 600		
		.02 Curved kerbing of radius exceeding 4m and not exceeding 20m.	m	260		
		.03 Figure 3 Precast Concrete kerbing				
		.01 Straight kerbing.	m	300		
8.2.6		<b>Ancillaries</b>				
		.01 Inlet, outlet, transition and similar structures (2m transition kerb with class 30/19 concrete, steel floated):	No.	10		
8.2.7		<b>Trimming of excavations for concrete-In situ Cast Concrete:</b>				
		.01 Soft material	m <sup>2</sup>	1 650		
B8.2.8		<b>Cast-in-situ concrete lining to open drains and walkways:</b>				
		.01 Grade 30/19 concrete, 150mm thick	m <sup>3</sup>	150		
B8.2.9		<b>Formwork to cast-in-situ concrete lining of open drains (smooth surface finish) and walkways:</b>				
		.01 To sides with formwork on the internal face only	m <sup>2</sup>	120		
		.03 To ends of slabs	m <sup>2</sup>	10		
8.2.12		<b>Steel reinforcement:</b>				
		.01 High-tensile welded mesh (mesh ref 195)	m <sup>2</sup>	1 650		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>						

SECTION 1200 MK

REFERS	DESCRIPTION	UNIT	QUAN-	RATE	AMOUNT
SANS 1200 MM	<u>PERMANENT ROAD SIGNS</u>				
8.3.1	<b>Sign faces with painted/galvanized background, with painted symbols, characters, legends and borders and with signboard constructed from:</b>				
	.01 Aluminium sheet (2,0 mm thick), of area:				
	.01 Up to 2 m <sup>2</sup>	m <sup>2</sup>	14		
8.3.3	<b>Sign supports:</b>				
	.01 100mm Galvanized steel post	No.	10		
8.3.4	<b>Excavation and backfilling and concreting for sign supports:</b>				
	.01 Backfill with excavated material. Add cement to excavation material of 1:12 ratio.	m <sup>3</sup>	3		
<b>TOTAL CARRIED FORWARD</b>					

						PS FENCE
ITEM NO		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
PS Fence		<b><u>FENCING</u></b>				
<b>B PS1.1</b>		<b>Supply and erection of new fencing material:</b>				
		.01 Supply and install 1,8m Diamond mesh fence complete with standards and droppers.	m	250		
		.02 Corner, end, and straining posts, for diamond mesh fence including anchors.	No	10		
		.03 Supply and install 1,8m concrete palaside fence complete with standards and corner/end posts	m	20		
<b>B PS1.2</b>	<b>PA.02</b>	<b>New gates:</b>				
		.01 Single leaf 3x1.8m	No	1		
		.02 Double leaf 6x1.8m	No	3		
<b>TOTAL CARRIED FORWARD</b>						

SECTION GEOCELLS						
ITEM NO		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>PS GM</b>		<b>GEOCELLS</b>				
		<b>Landfill Cells</b>				
GS 5.1		Supply 75mm HDPE Geocells (nominal welding space 450mm with nominal seam peel strength 1000N) only as slope and edge protection system	m <sup>2</sup>	1980		
GS 5.1		Install 75mm HDPE Geocells only as slope and edge protection system including all jointing, trimming laps, anchoring and wastage	m <sup>2</sup>	1980		
		<b>PCD</b>				
GS 5.1		Supply 150mm HDPE Geocells (nominal welding space 450mm with nominal seam peel strength 1000N) only as edge, slope and base protection system	m <sup>2</sup>	3960		
GS 5.1		Supply and install 150mm HDPE Geocells only as edge, slope and base protection system including all jointing, trimming laps, anchoring and wastage	m <sup>2</sup>	3960		
		<b>Leachate Dam</b>				
GS 5.1		Supply 150mm HDPE Geocells (nominal welding space 450mm with nominal seam peel strength 1000N) only as edge, slope and base protection system	m <sup>2</sup>	4455		
GS 5.1		Install 150mm HDPE Geocells only as edge, slope and base protection system including all jointing, trimming laps, anchoring and wastage	m <sup>2</sup>	4455		
		<b>Tendons in all Geocells</b>				
		Supply and install 9,3kN minimum breaking strength Tendons complete with tendon clips to be anchored to the 1m x 1m anchor beam space at 300mm c/c	m	4950		
		Supply and install 6,7kN minimum breaking strength Tendons complete with tendon clips to be anchored to the 800mm x 600mm anchor beam space at 450mmc/c	m	4400		
<b>TOTAL CARRIED FORWARD</b>						

SECTION GEOCELLS						
ITEM NO		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>TOTAL BROUGHT FORWARD</b>						
		Supply and install 4 kN minimum breaking strength Tendons complete with tendon clips to be anchored to the 600mm x 600mm anchor beam space at 450mmc/c	m	3300		
		Excavate anchor trench 1000mm x1000mm and fold all liner materials into the trench. Trench to include 75mm diam HDPE pipe as Deadman anchor along the length of the trench	m	440		
		Excavate anchor trench 800mm x 600mm and fold all liner materials into the trench. Trench to include 75mm diam HDPE pipe as Deadman anchor along the length of the trench	m	440		
		Excavate anchor trench 600mm x 600mm and fold all liner materials into the trench. Trench to include 75mm diam HDPE pipe as Deadman anchor along the length of the trench	m	594		
<b>PS GM</b>		<b>GEOGRIDS</b>				
		<b>Landfill Cells</b>				
		Supply Knitted polyester geogrid LTD 45kN/m	m <sup>2</sup>	15 807		
		Place and Install Geogrid geogrid LTD 45kN/m including all jointing, trimming laps, anchoring and wastage	m <sup>2</sup>	15 807		
		<b>Piggy-back Landfill Cells</b>				
		Supply Knitted polyester geogrid LTD 45kN/m	m <sup>2</sup>	7 920		
		Place and Install LTD 45 kN/m Geogrid including all jointing, trimming laps, anchoring and wastage	m <sup>2</sup>	7 920		
		Supply Knitted polyester geogrid LTD 125kN/m as reinforcement for the piggy-back liner system	m <sup>2</sup>	7 920		
		Place and Install Geogrid LTD 125kN/m including all jointing, trimming laps, anchoring and wastage	m <sup>2</sup>	7 920		
<b>TOTAL CARRIED FORWARD</b>						

SECTION GEOCELLS						
ITEM NO		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>TOTAL BROUGHT FORWARD</b>						
		<b>PCD</b>				
		Supply Knitted polyester geogrid LTD 45kN/m	m <sup>2</sup>	1 980		
		Place and Install Geogrid including all jointing, trimming laps, anchoring and wastage	m <sup>2</sup>	1 980		
		<b>Leachate Dam</b>				
		Supply Knitted polyester geogrid LTD 45kN/m	m <sup>2</sup>	2 310		
		Place and Install Geogrid LTD 45kN/m including all jointing, trimming laps, anchoring and wastage	m <sup>2</sup>	2 310		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>						

SECTION GEOTEXTILES						
ITEM NO		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
PS GT		<b>GEOTEXTILES</b>				
		<b><u>Landfill Cell Liners</u></b>				
5.2		Supply and install non-woven needle-punched protection geotextile (CBR 10kN, 1500 g/m <sup>2</sup> ), including all jointing, trimming, and wastage. Geotextile to be stitch-welded	m <sup>2</sup>	27060		
5.2		Supply and install non- woven needle punched separation geotextile (CBR 2,5kN, 400 g/m <sup>2</sup> ), including all jointing, trimming, and wastage	m <sup>2</sup>	27060		
		<b><u>Piggy-back Landfill Cell Liner</u></b>				
5.2		Supply and install non-woven needle punched protection geotextile (CBR 10kN, 1500 g/m <sup>2</sup> ), including all jointing, trimming, and wastage. Geotextile to be stitch-welded	m <sup>2</sup>	7920		
5.2		Supply and install non- woven needle punched separation geotextile (CBR 3,5kN, 600 g/m <sup>2</sup> ), including all jointing, trimming, and wastage	m <sup>2</sup>	7920		
5.2		Supply and install non- woven needle punched separation geotextile (CBR 2,5kN, 400 g/m <sup>2</sup> ), including all jointing, trimming, and wastage	m <sup>2</sup>	Rate Only		ro
		<b><u>PCD Liner</u></b>				
5.2		Supply and install non-woven needle-punched protection geotextile (CBR 10kN, 1500 g/m <sup>2</sup> ), including all jointing, trimming, and wastage. Geotextile to be stitch-welded	m <sup>2</sup>	3960		
5.2		Supply and install non- woven needle punched separation geotextile (CBR 2,5kN, 400 g/m <sup>2</sup> ), including all jointing, trimming, and wastage	m <sup>2</sup>	3960		
<b>TOTAL CARRIED FORWARD</b>						

SECTION GEOTEXTILES						
ITEM NO		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>TOTAL BROUGHT FORWARD</b>						
		<b>Leachate Dam</b>				
5.2		Supply and install non-woven needle punched protection geotextile (CBR 10kN, 1500 g/m <sup>2</sup> ), including all jointing, trimming, and wastage. Geotextile to be stitch welded	m <sup>2</sup>	4455		
5.2		Supply and install non- woven needle punched separation geotextile (CBR 2,5kN, 400 g/m <sup>2</sup> ), including all jointing, trimming, and wastage	m <sup>2</sup>	4455		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>						

SECTION GEOMEMBRANE						
REFERS		DESCRIPTION	UNIT	QUAN-	RATE	AMOUNT
<b>PS GM</b>		<b>GEOMEMBRANE LINER</b>				
		<u>Landfill Cells</u>				
GM 8.3.1		Supply 1,5 mm thick smooth HDPE geomembrane liner	m <sup>2</sup>	8800		
8.3.2		Place and install 1,5 mm thick smooth HDPE geomembrane liner, including all jointing, trimming laps, anchoring, and wastage	m <sup>2</sup>	8800		
8.3.1		Supply 1,5 mm thick (mono textured) HDPE geomembrane liner to landfill	m <sup>2</sup>	8800		
8.3.2		Place and install 1,5 mm thick (mono textured) HDPE geomembrane liner including anchorage, all jointing, trimming and wastage	m <sup>2</sup>	8800		
8.3.1		Supply 1,5 mm thick (dual textured) HDPE geomembrane liner to landfill	m <sup>2</sup>	9900		
8.3.2		Place and install 1,5 mm thick (dual textured) HDPE geomembrane liner including anchorage, all jointing, trimming and wastage	m <sup>2</sup>	9900		
8.3.3		Supply a wear sheet	m <sup>2</sup>	550		
8.3.4		Fabricate, supply and installation of "top hat" type pipe boots for penetrations through all liner components, including sealing to HDPE pipe not greater than 200mm DN, using stainless steel clamp and rubber seal	number	10		
		<u>Piggy-back Cells</u>				
8.3.1		Supply 1,5 mm thick mono textured HDPE geomembrane liner to landfill	m <sup>2</sup>	7920		
8.3.2		Place and install 1,5 mm thick mono textured HDPE geomembrane liner, including anchorage, all jointing, trimming, and wastage	m <sup>2</sup>	7920		
8.3.3		Install wear sheet	m <sup>2</sup>	550		
		Third party testing as required for CQA	PC Sum	1	200 000	R 200 000.00
		Overheads, charges & profits on item 8.3.3	%	200 000		
<b>TOTAL CARRIED FORWARD</b>						

SECTION GEOMEMBRANE						
REFERS		DESCRIPTION	UNIT	QUAN-	RATE	AMOUNT
<b>TOTAL BROUGHT FORWARD</b>						
8.3.4		Fabricate, supply and installation of "top hat" type pipe boots for penetrations through all liner components, including sealing to HDPE pipe not greater than 200mm DN, using stainless steel clamp and rubber seal	number	5		
		<b><u>PCD Liner</u></b>				
GM 8.3.1		Supply 1,5 mm thick mono textured HDPE geomembrane liner	m <sup>2</sup>	1925		
8.3.2		Place and install 1,5 mm thick mono textured HDPE geomembrane liner including all jointing, trimming laps, anchoring and wastage	m <sup>2</sup>	1925		
GM 8.3.1		Supply 1,5 mm thick dual textured HDPE geomembrane liner	m <sup>2</sup>	1980		
8.3.2		Place and install 1,5 mm thick dual textured HDPE geomembrane liner including all jointing, trimming laps, anchoring and wastage	m <sup>2</sup>	1980		
		<b><u>Leachate Ponds Liner</u></b>				
GM 8.3.1		Supply 2,0 mm thick smooth HDPE geomembrane liner	m <sup>2</sup>	2255		
8.3.2		Place and install 2,0 mm thick smooth HDPE geomembrane liner including all jointing, trimming laps, anchoring and wastage	m <sup>2</sup>	2255		
GM 8.3.1		Supply 2,0 mm thick mono textured HDPE geomembrane liner	m <sup>2</sup>	2200		
8.3.2		Place and install 2,0 mm thick mono textured HDPE geomembrane liner, including all jointing, trimming laps, anchoring, and wastage	m <sup>2</sup>	2200		
GM 8.3.1		Supply 2,0 mm thick dual-textured HDPE geomembrane liner	m <sup>2</sup>	Rate Only		ro
<b>TOTAL CARRIED FORWARD</b>						

SECTION GEOMEMBRANE					
REFERS	DESCRIPTION	UNIT	QUAN-	RATE	AMOUNT
<b>TOTAL BROUGHT FORWARD</b>					
8.3.2	Place and install 2,0 mm thick dual textured HDPE geomembrane liner including all jointing, trimming laps, anchoring and wastage	m <sup>2</sup>	Rate Only		ro
8.3.4	Fabricate, supply and installation of "top hat" type pipe boots for penetrations through all liner components, including sealing to HDPE pipe not greater than 200mm DN, using stainless steel clamp and rubber seal	number	3		
8.3.3	Install wear sheet	m <sup>2</sup>	250		
8.3.4	Fabricate, supply and installation of "top hat" type pipe boots for penetrations through all liner components, including sealing to HDPE pipe not greater than 200mm DN, using stainless steel clamp and rubber seal	number	3		
	Third party testing as required for CQA	PC Sum	1	R 200 000.00	R 200 000.00
	Overheads, charges & profits on item 8.3.4	%	200 000		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

<b>GEOSYNTHETIC CLAY LINER</b>						
<b>ITEM NO</b>		<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>AMOUNT</b>
<b>PS GCL</b>		<b>GEOSYNTHETIC CLAY LINER</b>				
		<b><u>Landfill Cells Barrier</u></b>				
9.3.1		Supply Geosynthetic Clay Liner (3700g/m <sup>2</sup> )	m <sup>2</sup>	27 060		
9.3.2		Install Geosynthetic Clay Liner (3700g/m <sup>2</sup> ), including all jointing, trimming, laps and wastage.	m <sup>2</sup>	27 060		
9.3.3		Penetration	number	10		
9.3.4		3rd Party Testing	PC Sum	1	R 100 000.00	R 100 000.00
		Overheads, charges & profits on item 9.3.4	%	100 000		
		<b><u>Piggy-back Landfill Cell Barrier</u></b>				
9.3.1		Supply Geosynthetic Clay Liner (3700g/m <sup>2</sup> )	m <sup>2</sup>	7 876		
9.3.2		Install Geosynthetic Clay Liner (3700g/m <sup>2</sup> ), including all jointing, trimming, laps and wastage.	m <sup>2</sup>	7876		
9.3.3		Penetration	number	5		
9.3.4		3rd Party Testing	PC Sum	1	R 100 000.00	R 100 000.00
		Overheads, charges & profits on item 9.3.4	%	100 000		
		<b><u>PCD Barrier</u></b>				
9.3.1		- Supply Geosynthetic Clay Liner (3700g/m <sup>2</sup> )	m <sup>2</sup>	3850		
9.3.2		Install Geosynthetic Clay Liner (3700g/m <sup>2</sup> ), including all jointing, trimming, laps and wastage.	m <sup>2</sup>	3850		
9.3.3		Overflow structures	number	5		
9.3.4		3rd Party Testing	PC Sum	1	R 100 000.00	R 100 000.00
		Overheads, charges & profits on item 9.3.4	%	100 000		
<b>TOTAL CARRIED FORWARD</b>						

GEOSYNTHETIC CLAY LINER						
ITEM NO		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>TOTAL BROUGHT FORWARD</b>						
		<b><u>Leachate Ponds Barrier</u></b>				
9.3.1		Supply Geosynthetic Clay Liner (3700g/m <sup>2</sup> )	m <sup>2</sup>	4455		
9.3.2		Install Geosynthetic Clay Liner (3700g/m <sup>2</sup> ), including all jointing, trimming, laps and wastage.	m <sup>2</sup>	4455		
9.3.3		Penetration	number	5		
9.3.3		Overflow structures	number	5		
9.3.4		3rd Party Testing	PC Sum	1	R 100 000.00	R 100 000.00
		Overheads, charges & profits on item 9.3.4	%	100 000		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>						

BOREHOLE DRILLING						
REFERS		DESCRIPTION	UNIT	QUAN-	RATE	AMOUNT
1		<b>BOREHOLE DRILLING (To be executed on the instruction of the Engineer only)</b>				
1.1		Site Establishment	No.	3		
1.2		Mobilisation and set up of plant to borehole	No.	3		
1.3		De-establishment from Site, of the given drilling batch	No.	3		
		<b>Inter-Borehole Moves</b>				
1.4		For distances of up to 10 Km	No.	3		
1.5		For distances exceeding 10 Km	No.	3		
		<b>Drilling: Unconsolidated and Consolidated Sediments and Igneous and Metamorphic Rocks - 120m</b>				
1.7		Drilling supervision	No.	3		
1.8		Rotary Air Percussion				
1.8.1		152mm diameter	m	1		
1.8.2		165mm diameter (7 Boreholes)	m	360		
1.8.3		203 or 216mm diameter	m	1		
1.8.4		- 254mm diameter	m	1		
1.8.5		305mm diameter	m	1		
		<b>Casing, including supply, delivery and installation, but not including reaming</b>				
1.9		Steel Casing (plain)				
1.9.1		165mm (state wall thickness here as 3mm)	m	60		
1.9.2		215mm (state wall thickness here as 4.5mm)	m	1		
1.9.3		254mm (state wall thickness here as 4mm)	m	1		
1.9.4		273mm (state wall thickness here as 6mm)	m	1		
<b>TOTAL CARRIED FORWARD</b>						

BOREHOLE DRILLING						
REFERS		DESCRIPTION	UNIT	QUAN-	RATE	AMOUNT
<b>TOTAL BROUGHT FORWARD</b>						
1.10		Steel Casing (Slotted)				
1.10.1		165mm (state wall thickness here as 4mm)	m	300		
1.10.2		215 mm (state wall thickness here as 4.5mm)	m	1		
1.10.3		254mm (state wall thickness here as 4,5mm)	m	1		
1.10.4		273mm (state wall thickness here as 6mm)	m	1		
1.11		<b>Finishes</b>				
1.11.1		Borehole Reaming	m	60		
1.11.2		Recovery of steel casing	m	6		
1.11.3		Formation stabiliser, including supply, delivery and installation	kg	1 500		
1.11.4		Concrete Collar, complete.	No.	3		
1.11.5		Normal Sanitary seal, complete.	No.	3		
1.11.6		Borehole Disinfection, complete.	No.	3		
1.11.7		Borehole Protection, complete.	No.	3		
1.11.8		Borehole Marking & Registration, complete.	No.	3		
1.11.9		Site finishing, Complete.	No.	3		
1.11.10		Data Recording and Reporting, complete.	No.	3		
1.11.11		Borehole Development	hr	3		
1.11.12		Casing Shoe	No.	3		
<b>YIELD AND WATER QUALITY TESTING</b>						
1.12		<b>Testing Supervision</b>	No.	7		
1.13		<b>Site Establishment</b>				
1.13.1		Initial Establishment	No.	7		
1.13.2		De-establishment from Site	No.	7		
<b>TOTAL CARRIED FORWARD</b>						

BOREHOLE DRILLING					
REFERS	DESCRIPTION	UNIT	QUAN-	RATE	AMOUNT
<b>TOTAL BROUGHT FORWARD</b>					
1.14	<b>Inter-Borehole Moves</b>				
1.14.1	For distances of up to 10 Km	No.	7		
1.14.2	For distances exceeding 10 Km	No.	7		
1.15	<b>Pump Testing</b>				
1.15.1	Multi- Rate Step tests (Less than 10l/s)	hr	56		
1.15.2	Multi- Rate Step tests (More than 10l/s)	hr	1		
1.15.3	Constant Discharge test (Less than 10l/s)	hr	336		
1.15.4	Constant Discharge test (More than 10l/s)	hr	1		
1.15.5	Recovery Measurements	hr	42		
1.16	<b>Installation of Test Pump Equipment</b>				
1.16.1	When testing less than 10 l/s	No.	7		
1.16.2	Removal and Reinstallation	No.	7		
1.16.3	Monitoring	No.	7		
1.16.4	Measurements- Before and After	No.	7		
1.17	<b>Finishes</b>				
1.17.1	Steel borehole cover (sealing of boreholes)	No.	7		
1.17.2	Borehole marking	No.	7		
1.17.3	Site cleaning/ finishing	No.	7		
1.18	<b>Water Quality Testing</b>				
1.18.1	Water Quality Test as per SANS 241-2018 for Human Consumption	No.	10		
1.18.2	Water Test Reporting and Data Recording	No.	10		
1.19	<b>Equipping of Boreholes &amp; Installation of Pumping Main</b>				
1.19.1	Equipping of boreholes (including pump installation)	No.	6		
1.19.2	Electrification of the boreholes	No.	3		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

## Summary of Bill of Quantities

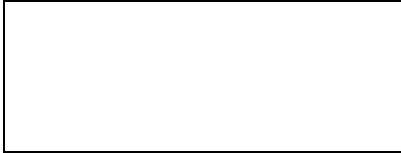
<b>BILL OF QUANTITIES</b>	<b>AMOUNT</b>
SABS 1200 A PRELIMINARY AND GENERAL .....	R.....
SABS 1200 AB ENGINEER'S OFFICE .....	R.....
SABS 1200 C SITE CLEARANCE .....	R.....
SABS 1200 D EARTHWORKS .....	R.....
SABS 1200 DB EARTHWORKS (PIPE TRENCHES) .....	R.....
SABS 1200 DK GABIONS AND PITCHING .....	R.....
SABS 1200 DM EARTHWORKS (ROADS, SUBGRADE) .....	R.....
SABS 1200 GA CONCRETE (SMALL WORKS).....	R.....
SABS 1200 LB BEDDING (PIPES).....	R.....
SABS 1200 LC CABLE DUCTS .....	R.....
SABS 1200 LD SEWERS .....	R.....
SABS 1200 LE STORMWATER DRAINAGE .....	R.....
SABS 1200 ME SUBBASE .....	R.....
SABS 1200 MJ SEGMENTED PAVING.....	R.....
SABS 1200 MK KERBING AND CHANNELLING .....	R.....
SABS 1200 MM ANCILLARY ROADWORKS.....	R.....
PS F FENCING .....	R.....
PS GS GEOCELLS .....	R.....
PS GT GEOTEXTILES .....	R.....
PS GMB GEOMEMBRANE LINER .....	R.....
PS GCL GEOSYNTHETIC CLAY LINER .....	R.....
 <b>NETT TOTAL OF TENDER</b>	 <b>R.....</b>
	R.....
 ALLOWANCE FOR VAT 15%.....	 R.....
 <b>CARRIED TO PART C1.1 Form Of Offer And Acceptance</b>	 <b>R.....</b>

**TIME FOR COMPLETION OF CONTRACT:  
AS STATED IN THE FORM OF OFFER AND ACCEPTANCE (PAGE 113).**

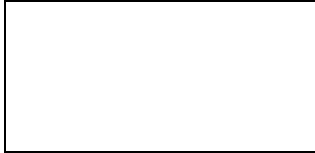
SIGNED BY/ON BEHALF OF TENDERER



NAME



SIGNATURE



DATE



COMPANY STAMP

## Pricing Data

### Daywork Schedule

The Tenderer shall complete this Annexure in every respect.

The rates and prices given below shall be utilised in settling any claim or claims for which no comparable rate is available in the Schedule of Quantities.

The Tenderer will be required to prove that such rates and prices are reasonable.

#### 1. MATERIAL

Cement	5kg pocket delivered	.....
Sand	Per cubic metre delivered	.....
75-150mm – Dump Rock	Per cubic metre delivered	.....
38mm - Nom. stone	Per cubic metre delivered	.....
20mm - Nom. stone	Per cubic metre delivered	.....
13mm - Nom. stone	Per cubic metre delivered	.....
Clay face bricks	Per 1000 delivered	.....
Engineering clay bricks	Per 1000 delivered	.....

#### 2. LABOUR

Foreman	Per day	.....
Ass Foreman	Per day	.....
Unskilled labour	Per day	.....
Plumbers	Per day	.....
Brick layers	Per day	.....
Land Surveyor	Per day	.....

The above wages and rates shall allow for the gross remuneration of workmen and foremen and the nett cost of materials actually used. These rates shall be subject to the markup percentages stated in the Appendix as required under Clause 40(4)b of the General Conditions of Contract.

#### 3. TRANSPORT

Rate per cubic meter per kilometer as	
Measured in vehicle	.....
Rate per metric ton per kilometer	.....

No percentage allowance shall be added to rates for transport.

#### 4. PLANT

The Contractor is to provide rates for any equipment and plant he may consider necessary for the execution of any daywork he may encounter. Rates stated here shall include all profit, etc. These rates will be deemed to include the cost of operator/s if any. In the event of plant used for which no rates are mentioned hereunder, the costs will be held as the average of the rates supplied by three recognised plant hire specialists including an extra over of 15%.

DESCRIPTION		OPERATING TARIFF
Standard TLB 4x4	Per day	
Excavator (20 ton)	Per day	
Excavator (30 ton)	Per day	
Compacting Roller (12 ton)	Per day	
Compacting Roller (PTR)	Per day	
Tippers 6m3	Per day	
Tippers 10m3	Per day	
Compressor (industrial Standard)	Per day	
Grader (140)	Per day	
Bulldozer (30 ton)	Per day	
Water Cart (10kl)	Per day	

**SIGNED BY/ON BEHALF OF TENDERER**

**NAME**

**SIGNATURE**

**DATE**

COMPANY STAMP

MIDVAAL LOCAL MUNICIPALITY

## Declaration

**(In respect of completeness of Tender)**

Midvaal Local Municipality  
25 Mitchell Street,  
Meyerton, 1961  
Midvaal

I/we, the undersigned, do hereby declare that these are the properly priced Bill of Quantities forming Part C2.2 of this Contract Document comprising 274 pages (including the Bill of Quantities comprising 27 pages) in consecutive order upon which my/our tender for the **CONTRACT NO: 8/2/2/454 (2026-2029)** has been based.

**SIGNED BY/ON BEHALF OF TENDERER**

**NAME**

**SIGNATURE**

**DATE**

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## Part C3: Scope of Work

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	<b><u>Page</u></b>	
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C3.1.2	Overview Of The Works	195
C3.1.3	Extent Of The Works	195
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C3.4	Management	201
C3.5	Annexes	202

### **Status**

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Specification(s) forming part of this contract or any drawings, the order of precedence, unless otherwise specified, is:

1. Contract Drawings
2. Scope of Work (which includes the Project Specifications)
3. Standard Specifications
4. Bill of Quantities

MIDVAAL LOCAL MUNICIPALITY

## C3.1. Description of the Works

### C3.1.1 Employer's Objectives

The Employer's objective is to acquire the services of a competent contractor to construct a landfill waste cell, pollution control dam, leachate pond in Walkerville.

The works will comprise the construction of waste cell, PCD, leachate dam with conventional and labour intensive construction methods (LIC) that will be used to complete the work, with the Employer's Agent ruling on the method to be used.

The following labour-intensive measures will be applicable:

- a) The optimum use of local labourers for sections of the works listed as Labour intensive.
- b) The maximum use of local tradesmen.
- c) The training of local labourers and tradesman in the execution of the work.
- d) All local labourers and tradesmen are to be employed through existing community structures and agencies.
- e) A Community Relations Officer (CLO) will be appointed from the community by Mogale City Local Municipality.
- f) Only key personnel of the Contractor will be allowed in the execution of the project. The names and qualifications of these personnel are to be stated in the CV template.
- g) The Supervisory Staff shall have completed NQF 2, 5 and 7 training courses as required for relevant seniority of supervision.
- h) Contractor must list all specialist subcontractors to be employed (30% to be subcontracted to local based subcontractors.)

### C3.1.2 Overview of the Works

**The main elements of the works are:**

#### **Solid Waste Disposal**

- Construction of the new cell ( $\pm 22\ 120\text{m}^2$ ).
- Associated Earthworks and Stormwater Drainage
- Construction of Lining System
- Leachate drainage system
- Leakage collection system

#### **Leachate Pond ( $\pm 3\ 200\text{m}^2$ )**

- Construction of Leachate Pond (LP) ( $12\ 800\text{m}^3$ )
- Leachate Drainage Line (200 $\varnothing$ HDPE Line)
- Leachate Pond Liner System ( $3\ 200\text{m}^2$ )
- Associated Earthworks and rock excavation

#### **Pollution Control Dam**

- Construction of pollution control dam (PCD) ( $\pm 11\ 000\ \text{m}^3$ ).
- Contaminated runoff drainage pipe (4500 $\varnothing$  - 9000 $\varnothing$  Concrete Pipeline)
- PCD Liner System ( $2\ 750\text{m}^2$ )
- Associated Earthworks and rock excavation

### C3.1.3 Extent of the Works

Tenderers must make provision to work randomly and without delay within the Midvaal Local Municipal area.

### C3.1.4 Location of the Works

The Walkerville Landfill Site is situated in Meyerton in the Gauteng Province and falls under the Midvaal Local Municipality jurisdiction. The Walkerville Landfill Site is +10 km North East of Meyerton town. Access to the property is obtained directly off the Plantation Road that comes off from R82 and the coordinates to the site are 26°28'44.10"S/ 27° 56'26.69"E

MIDVAAL LOCAL MUNICIPALITY

## C3.2. Construction

### C3.2.1 Works Specifications

#### C3.2.1.1 Applicable SANS 1200 Standardised Specifications

The Standard Specifications for all associated civil work applicable to this Contract shall be:

SANS 1200	A		1986	: General
SANS 1200	AB		1986	: Engineer's Office
SANS 1200	C	-	1980 (as amended 1982)	: Site Clearance
SANS 1200	D	-	1988 (as amended 1990)	: Earthworks
SANS 1200	DB	-	1989 (2 <sup>nd</sup> revision)	: Earthworks (Pipe Trenches)
SANS 1200	DM	-	1982	: Earthworks (Roads ,Subgrade)
SANS 1200	LB	-	1983	: Bedding (pipes)
SANS 1200	LE	-	1983	: Stormwater Drainage

These Specifications are not issued with this volume but are available at the Tenderer's expense from: South African Bureau Standards.

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Also refer Gauteng Department of Agriculture and Rural Development (GDARD) and Development of Water and Sanitation (DWS) requirement for construction of landfill sites, waste cells, leachate ponds, PCD's and related roads and storm water drainage.

Also refer to the drawings and Specific Project Specifications as required by Midvaal Local Municipality

The Standard Specifications forming part of this contract have been written to cover all phases of work usually encountered on landfill site contracts and may therefore cover items of work not encountered in this particular contract.

The Contractor is responsible for ensuring that he is thoroughly familiar with all the amendments and corrections before submitting his tender.

**C3.2.1.2 Precedence of Documents**

Should any discrepancies exist between the different Specifications and/or Drawings and/or Bill of Quantities the different sections will have the following relative status in declining order:

1. Contract Drawings
2. Scope of Work (which includes the Project Specifications)
3. Standard Specifications
4. Bill of Quantities

**C3.2.2 Plant and Materials**

**C3.2.2.1 Plant and Materials Supplied by the Employer**

None.

**C3.2.3 Existing Services**

**C3.2.3.1 Known Services**

There are underground existing services on site. Contractor to coordinate with Midvaal Local Municipality's operational staff at landfill site regarding the position of existing services.

**C3.2.3.2 Treatment of Existing Services**

Any services interfering with the works are to be relocated in consultation with the Engineer and the relevant authorities.

**C3.2.3.3 Reinstatement of Services and Structures Damaged During Construction**

It should be noted that it is Midvaal Local Municipality's policy to install underground pipes under road surfaces by drilling or pipe-jacking and to avoid trenching unless practically impossible. Any damage to roads and services caused by construction activities must be repaired at the Contractor's cost. Photographs must be taken of all fences and roads before construction commences.

**C3.2.4 Site Establishment**

**C3.2.4.1 Services and Facilities Provided by the Employer**

The Contractor is to make his own arrangements with the Midvaal Local Municipality with regard to the following services:

- Water –
- Electricity –
- Telecommunications –
- Ablution facilities –
- Accommodation –

**C3.2.4.2 Facilities Provided by the Contractor**

The Contractor is to negotiate with the Midvaal LM or private property owners with regard to the position of their site camp.

**C3.2.4.3 Other Facilities and Services**

Facilities for the Engineer are described in the schedule of quantities.

**C3.2.5 Permits and Way Leaves**

The contractor must obtain wayleaves indicating the location of existing services from all affected service providers prior to the commencement of construction. The Contractor is to comply with the conditions of the way leaves received from the various service providers

**C3.2.6 Inspection of Adjoining Properties**

The Contractor is to record the condition of all fences, driveways and walls prior to commencing with construction work.

**C3.2.7 Survey Pegs**

All survey and site pegs must be protected against damage. The Contractor must check all the pegs and report all missing pegs to the Engineer. Any survey or site peg disturbed by the Contractor must be replaced by a Land Surveyor at the cost of the Contractor.

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## C3.3. Procurement

### C3.3.1 Preferential Procurement Procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the Preference Schedules (**Error! Reference source not found.** in Part T2.2, Returnable Schedules)

### C3.3.2 Subcontracting

The Contractor may subcontract portions of the Works included in the Contract. Clause 4.4 of the General Conditions of Contract makes provision for subcontracting. Subcontracting must further also comply with the conditions specified in the Preference Schedule **Error! Reference source not found.** in Part T2.2, Returnable Schedules.

The Engineer will not liaise directly with any subcontractors and will not issue instructions (whether verbal or written) directly to any subcontractor. All matters pertaining to the particular subcontractor will be deemed to be the responsibility of the Contractor and the Engineer will not be involved.

### C3.3.3 Labour Intensive Works

Labour-intensive works comprise the activities described in SANS 1921-5, Earthworks activities which are to be performed by hand, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

### C3.3.4 Employment of Un-skilled and Semi-skilled Workers for Local Labour

#### C3.3.4.1 Requirements for the sourcing and engagement of labour.

- a) Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged from the local community (within the ward) and strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
- b) The rate of pay set for the EPWP is **R180** per day.
- c) 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.
- d) 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 (c).
- e) The Contractor shall, through all available community structures, inform the local community of the employment opportunities presented by the use of local labour. Preference must be given to people with previous practical experience in construction and / or who come from households:
  - a. where the head of the household has less than a primary school education;
  - b. that have less than one full time person earning an income;
  - c. where subsistence agriculture is the source of income.
  - d. those who are not in receipt of any social security pension income
- f) The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
  - a. 60 % women;
  - b. 20% youth who are between the ages of 18 and 25; and
  - c. 2% on persons with disabilities.

It is a specific requirement of this Tender that the successful Tenderer employs, in consultation with the Human Resources Department of the Municipality, unemployed persons from the ranks of the local communities and the immediate surroundings, who possess the appropriate skills required for a contract of this nature, using the Council's labour register as the sole resource for identifying candidates.

- In order to achieve the recruitment of local labour, the Local Communities would establish, together with the Local Authority, a database of unemployed persons, indicating their specialized training, previous experience and employment, etc. The successful Tenderer will be required to follow the approved Council Policy and Guidelines and to liaise with the Member of the Mayoral: Engineering Services (MMC) in recruiting his workforce and will be required to produce weekly records suitably detailed to enable the Employer's Agent/Employer, or his authorized representative, and the Local Communities to ascertain that the abovementioned labour requirements are achieved.

**Reference No. 8/2/2/454 (2026-2029)**

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- The Contractor is required to provide informal skills training so that the required standard of workmanship is maintained
- Any difficulty experienced by the Tenderer/Contractor in the procurement of the requirement percentages of local labour is to be referred immediately to the Employer's Agent.

The contractor will also be required to report monthly on the amount of local labour in accordance with the Municipal Infrastructure Grant programme and EPWP program reporting formats which will be provided to the successful contractor.

**Specific provisions pertaining to SANS 1914-5**

a) Definitions

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

b) Contract participation goals

- a. There is no specified contract participation goal for the contract. The amount of Person Days stated in form A20 shall apply as the contract participation goal and shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
- b. The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

c) Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

d) Variations to SANS 1914-5

- a. The definition for net amount shall be amended as follows: Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.
- b. The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

**C3.3.4.2 Training of targeted labour**

- (a) The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- (b) The cost of the formal training of targeted labour will be funded by the provincial office of the Department of Labour (DoL). This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within fourteen (14) days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.
- (c) A copy of this training request made by the contractor to the DoL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works – Cinderella Makunike, Fax Number 012 328 2020 or email cinderella.makunike@dpw.gov.za Tel: 083 677 4026
- (d) The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for three (3) months or less and a minimum of ten (10) days if he/she is employed for 4 months or more.
- (e) The contractors shall do nothing to dissuade targeted labour from participating in the above mentioned training programmes.
- (f) An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of (d) above.
- (g) Proof of compliance with the requirements of (b) to (f) must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

**C3.3.5 Use of Local SMME's**

**The contractor must make maximum use of Local SMME's during execution of the contract. The definition and preference is defined in Returnable Schedule A30 MBD 6.2.**

## **C3.4. Management**

### **C3.4.1 Management of the Works**

#### **C3.4.1.1 Accommodation of Residents**

The Contractor is to ensure that sufficient access is made available for the residents to access their properties in a safe manner. Inconvenience to adjacent residents must be limited to a minimum with regard to noise and access to and around the site.

#### **C3.4.1.2 Testing, Completion, Commissioning and Correction of Defects**

The Contractor is to conduct all tests in line with SANS specifications

#### **C3.4.1.3 Recording of Weather**

Accurate rain gauging shall be taken at a suitable point on the site daily at 08:00 unless otherwise agreed to by the engineer, and the contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorised persons.

#### **C3.4.1.4 Management Meetings**

Monthly site meetings will be arranged to monitor progress while work ordered under the term contract is in progress.

#### **C3.4.1.5 Daily Records**

A daily diary must be completed and signed by both the Contractor and the Employer's Representative on a daily basis.

#### **C3.4.1.6 Payment Certificates**

Dates for submission for payment certificates will be agreed with the Client at the site handover meeting.

### **C3.4.2 Health and Safety**

#### **C3.4.2.1 Health and Safety Requirements and Procedures**

The Contractor is to prepare a Health and Safety plan and comply with Midvaal LM's and legislated Health and Safety requirements.

#### **C3.4.2.2 Protection of the Public**

Trenches must have barricades to protect the public from possible injury.

#### **C3.4.2.3 Community Participation**

Labour requirements must be indicated to Mr Duncan Mkhonto of the Midvaal LM.

#### **C3.4.2.4 General Requirements for the Utilisation of the Resources of the Local Community**

All non-core labour must be recruited from within the local community.

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## C3.5. Annexes

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**Annex C3.5.1 Variations and Additions to Requirements of Standardised SANS 1200 Specifications: General, Civil and Structural Works**

**VARIATIONS AND ADDITIONS TO THE STANDARD SANS 1200 SPECIFICATIONS**

NOTE : Numbering in the Project Specifications correspond with the numbering of clauses in the Standard Specifications (SANS 1200).

**Tenderers must make provision for all the relevant Project Specification requirements to be included when calculating the prices of the various items in the schedule of quantities.**

**In addition, the sum tendered shall cover all initial costs incurred in complying with the requirements of C1.2 Contract Specific Data**

**PSA GENERAL (SANS 1200 A)**

**PSA 2 Interpretations**

**PSA 2.2 Applicable edition of standards**

**Add at the beginning of the first sentence of Sub-clause 2.2:**

"Unless a specific edition is specified (see the List of Applicable Specifications), ....."

**PSA 2.3 Definitions**

**Add the following:** The Engineer shall mean the Employer's representative who is PP Nkambule, and/or such person or persons or their successors duly appointed by the Employer in writing.

GCC: General Conditions of Contract 3<sup>rd</sup> Edition (2015)

**PSA 2.4b Abbreviations**

**Add to Sub-clause 2.4(b):**

"MDD: Modified AASHTO maximum dry density".

**PSA 2.8.1 Principal**

In the fourth line of Sub-clause 2.8.1, after the word "specification", add: "or in the measurement and payment clause of the standard specification, particular specification or project specification".

**Add the following to this clause:**

Items which are designated as provisional quantities or provisional sums in the Schedule of Quantities are intended to provide for works, the need or extent of which shall be established by the Engineer during construction. Work scheduled as such shall only be undertaken on the written instruction of the Engineer and, where applicable, shall be paid for at the tendered rate or in the absence of rates shall be valued in accordance with Clause 6.4 of the General Conditions of Contract.

The Schedule of Quantities shall not be used for ordering purposes and no liability or responsibility shall be admitted by the Engineer in respect of materials ordered or procured by the Contractor on the basis of the Schedule of Quantities.

**PSA 3                    Materials**

**PSA 3.1                Quality**

**Add the following to this clause:**

Where a material to be used in this Contract is specified to comply with the requirements of an SANS Standard Specification, and such material is available with the official SANS mark, the material used shall bear the official mark.

The Contractor shall submit in good time, before any construction commences, to the Engineer on site samples of all materials intended to be incorporated into the works. The samples shall be accompanied by results of tests undertaken by an approved independent laboratory on the samples in question on behalf of the Contractor and at his cost, before consideration by the Engineer

The Engineer, during construction, will take independent samples from stockpiles of proposed construction materials on site and from the completed works. Approval will not be granted for samples delivered by the contractor directly to the Engineer's office. The Contractor shall be responsible for the cost of all failures on test samples and control testing.

All materials used in the Works, must bear the official standardisation mark of South Africa National Standards where applicable. The mark on a material shall be visible from above after it is laid.

Rubber articles, including pipe insertion or joint rings shall be stored in a suitable shed and kept away from sunlight, oil or grease.

Large items not normally stored in a building shall be neatly stacked or laid out on suitable cleared areas on the Site. Grass or vegetation shall not be allowed to grow long in the storage areas and the material shall be kept free of dust and mud and be protected from stormwater. Materials shall be handled and stacked in accordance with the manufacturer's recommendations, special care being taken to avoid stacking to excessive heights and placing over hard objects. All material shall be protected from direct sunlight by suitable covers.

Every precaution shall be taken to keep cement dry and prevent access of moisture to it from the time it leaves the place of manufacture until it is required for use on the Site. Cement is to be used on a first in/first out basis. Bags of cement which show any degree of hydration and setting shall be removed from the site of the Works and replaced at the Contractor's own expense. Any cement older than six weeks is to be removed from site

Materials shall be handled with proper care at all times. Under no circumstances may materials be dropped from vehicles. Large pipes or large plant shall be lifted or lowered only by means of suitable hoisting equipment.

Where proprietary materials are specified it is to indicate the quality or type of materials or articles required, and where the terms "or other approved" or "or approved equivalent" are used in connection with proprietary materials or articles, the Contractor is to supply with their tender the name of the manufacturer and supporting documentation that show that the materials or articles comply with the relevant specifications. It is understood that the approval shall be at the sole discretion of the Client and the Engineer.

Irrespective of any approval granted/used by the Engineer or the Employer, the Contractor shall be deemed responsible for all material quality use for construction and their specified performance.

**PSA 4                    Plant**

**PSA 4.2                Contractor's Offices, Stores and Services**

**After the second paragraph add the following:**

The suitable first aid services required in terms of Sub-clause 4.2 of SANS 1200 A shall include, inter alia, a First Aid cabinet fully equipped and maintained with at least the minimum contents as listed in Regulation 3 of the General Safety Regulations of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), to deal with accidents and ailments which are likely to occur during the construction period.

**PSA 5 Construction**

**PSA 5.1.1 Setting Out of the Works**

**Add the following to this clause:**

The Contractor shall be fully responsible for the setting out of the works, and where labour intensive work is specified, for the setting out of the daily construction tasks.

The Contractor, within two (2) weeks after the site has been handed over to him, is to ascertain the correctness of all pegs and bench marks. Any discrepancy shall immediately be reported in writing to the Engineer. Any costs or subsequent costs arising from discrepancies which had not been reported to the Engineer, within the aforementioned period, shall be the sole responsibility of the Contractor.

**PSA 5.2 Watching, Barricading, Lighting**

**Add the following to this clause:**

The Contractor shall employ competent watchmen to guard the Works both by day and night.

From the time any portion of the Works commences, until the Completion of the Works and the issue of the Certificate of Completion of the Works, the Contractor shall be responsible for protecting the property of the Employer and all persons having business on the Site from anything dangerous or likely to cause damage or injury. The Contractor shall take all practical precautions to avoid nuisance or inconvenience to the owners or occupier of properties near to the Site and to the public generally whilst carrying out the Works and shall at all times keep the Site clean and in a safety and satisfactory condition.

Temporary traffic signs shall be erected when work is being done within and adjacent to roadways. The number and layout of the traffic signs shall comply with the Site Manual entitled "Safety at Roadworks in Urban Areas", as published by the Department of Transport in conjunction with the South African Road Traffic Signs Manual for Roadworks Signing as published by Department of Transport. Traffic signs shall have a yellow background with either a red or black border.

The Contractor shall control all access to the site, for authorised persons only, and to ensure that the approved conditions of the Health and Safety Management Plan is adhered to.

**PSA 5.4**

**Add the following to this clause;**

Before construction of the Works, or any phase of the Works, the Contractor shall contact all relevant parties and authority officials to establish the existence of existing services on site. The Contractor shall be responsible for obtaining all necessary wayleaves. No claims shall be lodged by the Contractor for delays in obtaining such wayleaves or permits.

**PSA 5.7 Safety**

**Add the following to this clause:**

Compliance with 1) OHS Act and Regulations and 2) CEMP

Lump sums are provided in the Bill of Quantities to cover the contractor's cost for compliance with the requirements of the Construction Environmental Management Plan and the Occupational Health and Safety Act, 1993, the Construction Regulations, 2014 and the Health and Safety Specification respectively.

In addition, Sums are included under Time Related Items in the Preliminary and General Section of the Bills of Quantities. The lump sums shall include full compensation for the provision of the necessary site official, the training, PPE's, plans, audits, assessments, administration, etc. and all other costs required for compliance. Fines issued for non-compliance will be deducted from these Provisional Sums, but are not limited to the value of the Provisional Sum stated.

**Add the following clauses:**

**PSA 5.9 Time-Related Items**

Where extension of time is approved no payment shall be claimed against time related items unless approved by the Engineer. The extension of time may only refer to the relief of penalties.

**PSA 5.10 Existing Services**

The tendered rate shall further cover the cost of backfilling the excavation with selected material compacted to 90% AASHTO density, keeping the excavation safe and taking care that the services are not damaged in any way. The rate shall include for all negotiations with the authorities, notification to all affected parties and any other requirement to protect and complete the work. No additional direct payment will be made for the protection of such services.

**PSA 5.11 Record Drawing Information**

As the Works are progressing, the Contractor shall mark on a special set of drawings, all as-built details and submit them to the Engineer's Representative for approval on a monthly basis. No extra payment shall be made for preparation of these as-built plans.

All services shall be co-ordinated together with their invert and cover/ground levels on the as-built drawings.

The Certificate of Completion shall only be issued once all the as-built information has been received and verified by the Engineer.

**PSA 5.12 Clearance of Site On Completion**

The Contractor shall obtain, from each property owner listed in the Project Specification as being affected by the Works, a certificate to the effect that the property owner is satisfied with the standard of reinstatement of any fences, boundary walls or structures, compensation paid for loss or damage to stock, crops or property, material spoiled on their properties or any other condition affecting their properties as a result of the operations of the Contractor. The Contractor shall further obtain a Clearance Certificate from each authority whose services have been affected or installed during the construction of the works.

All such certificates must be lodged with the Engineer before the Certificate of Completion will be issued.

**PSA 5.13 Community Liaison Officer**

A sum is included to allow for the salary of a person working full time as the Community Liaison Officer to be appointed for periods as directed by the Employer. The sum also includes for costs such as transport, an office space, communication and any other requirement necessary. The Contractor shall ensure that the salary and other expenses such as payment to the Community Liaison Officer members are paid timeously in accordance with the payment dates of his own staff.

A separate item for overheads, charges and profit on the above item is applicable.

**PSA 5.14 Connection to Existing Services**

A provisional sum has been included to cover the cost of connecting into existing services. The sum includes for all labour, plant, specials, and materials required to complete the work and deal with existing flows. All works are to be based on rates submitted in the Tender.

Items have also been included for making connections into existing services. The rates for these items shall include for all labour, plant, specials, and materials required to complete the work and deal with existing flows. All works are to be based on rates submitted in the Tender.

**PSA 6 Tolerances**

**PSA 6.2 Degree of Accuracy**

**Add the following to this clause:**

The degree of accuracy shall be Degree II except for smooth formwork which shall be Degree I.

**PSA 7 TESTING**

**PSA 7.1 Testing Principles**

**Add the following to this clause:**

The contractor may be requested from time- to time to provide Material tests from the suppliers should this be required.

All material supplied shall carry the SABS mark where required and meet the minimum specification as described in SANS1200

All components of the construction shall be observed and tested as required by the CQA Monitor to verify that the construction is in accordance with the Construction Specifications. The CQA Engineer shall review the work performed by the CQA Monitor and identify inadequate construction methodologies or materials which may adversely impact the performance of the Landfill cell base liner. Visual observations and verification of the independent survey required for specific layers throughout the construction process shall be made to evaluate whether the materials are placed to the lines and grades as shown on the Construction Drawings.

The CQA Monitor or CQA Engineer will give the Project Manager sufficient notice of anticipated completion of the construction components so that related CQA documentation may be reviewed and accepted without delay to the CONTRACTOR.

In addition to the above components, the CQA Monitor or CQA Engineer will observe the construction of the aggregate base surfacing and HDPE pipes for compliance with the Construction Drawings and Construction Specifications.

## **PSA 7.2 APPROVED LABORATORIES**

### **Add the following to this clause:**

Acceptance testing shall be done by a laboratory selected by the Engineer. The Engineer requires twenty-four hours' notice from the Contractor in order to perform the relevant acceptance test.

All acceptance testing by the Engineer shall be paid by the Contractor. The costs of such tests which meet the specification requirements will be reimbursed to the Contractor in the monthly payment certificate. This payment shall consist of a billed amount plus the tendered mark-up.

A Provisional Sum has been provided in the Schedule of Quantities to allow for the cost of such testing.

The Contractor shall make due allowance for testing procedures in the construction programme.

## **PSA 8 Measurement and payment**

### **PSA 8.4.1 Contractual Requirements**

#### **Add the following to this clause:**

The Contractor shall tender rates in the Schedule of Quantities to cover his time-related establishment costs. The amount tendered and paid shall be full compensation to the Contractor for:

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

Payment of the lump sum shall be made monthly in compliance with the method laid down in Sub-clause 8.2.2 of SANS 1200:A.

The Contractor will not be paid Time-Related Preliminary and General Charges for any Special Non-Working Days, which shall be deemed to have been allowed for in his rates.

### **PSA 8.4.2.2 Facilities for the Contractor**

#### **Add the following to this clause:**

The Contractor shall allow for all the costs of maintaining his own facilities and providing water for construction in his rates. No separate item is billed for these costs.

The Contractor shall apply to the relevant Water Service Provider for water and sanitation connections. All costs attached thereto shall be to the Contractor's account.

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**PSA 8.5 Sums stated provisionally by Engineer**

**Replace the second last sentence of Sub-clause 8.5 to read:**

"The percentage rate for (b) (2) above shall cover the Contractor's overheads, charges and profit on the work covered by the sums provisionally stated for (b)(1) above. Payment will be made on the basis of the sums actually paid for such work, exclusive of VAT."

**PSA 8.6 Prime cost items**

**Replace the second last sentence of Sub-clause 8.6 to read:**

"The percentage rate for (b) shall cover the Contractor's overheads, charges for taking delivery and profit on the supply of materials or goods covered by the sums stated in (a) above. Payment will be made on the basis of the sums actually paid for such materials or goods, exclusive of VAT."

**PSA 8.7 Daywork**

**Add the following to this clause:**

The rates submitted by the Tenderer in the relevant schedule of the Contract shall be applicable.

If a work item exists in the main tender the Engineer may decide to use it instead of resorting to Dayworks.

Provisional items for Daywork are scheduled as follows:

- a) Labour at hourly rates for skilled, semi-skilled and unskilled labourers.
- b) Material as a Provisional Sum inclusive of a percentage allowance on the net cost.
- c) The Contractor's own plant as a Provisional Sum.

Tendered unit rates or unit rates that are agreed in terms of Sub-clause 6.5.1.3 of the General Conditions of Contract for the Contractor's own plant used for Daywork shall cover the full cost of the use of such plant and shall, in addition, cover the cost of plant operators, consumable stores, fuel and maintenance.

The Engineer may order the Contractor hire additional plant for whatever unforeseen work to be performed by the Contractor and will be paid the actual net cost of plant hired by him for Dayworks and in addition will be paid a percentage allowance on the net cost of such hire, which allowance will cover the Contractor's own overhead costs and profit.

**PSA 8.8 Temporary Works**

**Add the following to this clause:**

No separate payment will be made for the cost of constructing and maintaining temporary access roads, the removal of such roads and the reinstatement of the areas, on completion. The sums tendered for trench excavation in the Bill of Quantities shall include for all such costs.

**PSA 8.8.2 Accommodation of Traffic**

No separate item is allowed for in the Schedule of Quantities for the accommodation of traffic. In the event that the Contractor need to cross any municipal roads, he will ensure that he takes all necessary precautions for safety which will be deemed included in his rates.

**Add the following clauses:**

**PSA 8.11 Miscellaneous items**

Any item which is included in the payment clause column of the Schedule of Quantities, referring to this clause will be measured under the unit scheduled.

The sum or rate for such item shall cover the cost of all materials, labour and plant required to execute and complete the work as specified, described in the Schedule of Quantities or shown on the drawing(s).

**PSA 8.12 Compliance with OHS Act and Regulations**

(Including The Construction Regulations 2014

Unit: sum

The tendered sum shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and Regulations (including the Construction Regulations 2014), Health and Safety Officer/s, accommodation, transport, communication implements, consultations, meetings and any other thing necessary for the completion of the aspect, at all times for the full duration of the Contract. It should also include for preparing and submitting an overall General Safety Plan for projects over the full 3 year duration of the Contract. The successful tenderer shall provide the Engineer with a complete breakdown of this tendered sum.

This sum will be paid to the Contractor, in equal monthly amounts, subject to proper and accepted compliance by the Engineer.

A separate item is provided to allow for the cost of preparing addenda to the General Safety Plan for each specific project. The attributable amount shall be paid to the Contractor on approval of the submitted Addendum by the Engineer.

**PSA 8.13 Compliance with Environmental Management Plan**

Unit: sum

The tendered sum shall include full compensation to the Contractor for compliance with all the requirements of the Environmental Management Plan, Environmental Control Officer/s, accommodation, transport, communication implements, consultations, meetings and any other thing necessary for the completion of the aspect, at all times for the full duration of the Contract. The successful tenderer shall provide the Engineer with a complete breakdown of this tendered sum.

This sum will be paid to the Contractor, in equal monthly amounts, subject to proper and accepted compliance by the Engineer

**PSAB ENGINEER'S OFFICE (SANS 1200 AB)**

**PSAB 3 MATERIALS**

**PSAB 3.1 Name boards**

**Add the following:**

The Contractor shall ensure that two Employer's name boards are erected before the actual commencement of construction and shall be placed where ordered by the Engineer. The name boards shall be removed from one site to the other after completion of a particular work ordered. Any damage to this board shall be repaired immediately after receiving a written instruction received from the Engineer. For details of the board refer to the Standard Drawings contained in this document.

Erection of two Contractor's name boards that comply with the drawing(s) provided are required in the area of the Works, at a positions approved by the Engineer, who may at any time order their removal if any objections are received.

The board shall be manufactured from materials specified in Clause 3.1 of SANS 1200 AB but shall conform in the painting, decorating and detail with the recommendations for the Standard Board of the South African Institution of Civil Engineers.

**PSAB 3.2 Office building**

One site office (12m<sup>2</sup> with desk, chair, cabinet and power point) and boardroom (24m<sup>2</sup> with desks, 12 chairs and power point) for site meetings to be supplied by contractor.

**PSAB 5 CONSTRUCTION**

**Add the following clauses:**

**PSAB 5.6 SURVEY EQUIPMENT**

The following equipment/services may be required from time to time by the Engineer's Representative and shall be supplied by the Contractor when required. The equipment/service may be shared with the Engineer's Representative.

The Contractor shall keep the equipment continuously insured against any loss, damage or breakage, and he shall indemnify the Engineer and the Employer against any claims in this regard. The Contractor shall also maintain the equipment in good working order throughout the Contract period.

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

- (a) 1 tacheometer capable of reading to 20 seconds of arc or a total survey-station.
- (b) 1 engineers level and levelling staff.
- (c) 2 tacheometer staves graduated metrically.
- (d) 1 steel tape of 100 m length and measuring wheel.
- (e) Wooden and steel pegs and hammers as required.
- (f) Two chainmen to assist with levelling and surveying.
- (g) Theodolite and prism.
- (h) Spray paint(selected colour)

Upon completion of the whole of the Works, ownership of the equipment shall revert to the Contractor.

**PSAB 5.7 Site Instruction books**

The Contractor shall supply a site instruction book. All instructions given by the Engineer's Representative must be confirmed and countersigned by the Engineer. The instruction shall be countersigned by the Contractor before implementation.

The Contractor shall supply a triplicate book for site correspondence and inspection requests to the Engineer's Representative. Reasonable notice shall be allowed prior to inspections. All inspections requests and approval/disapproval thereof shall be recorded by the Site staff in writing. All requests must be signed and dated by the Engineer's Representative before implementation.

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The Contractor in conjunction with the Engineer must ensure that a suitable site quality record system is put in place to record that each section, or work item, complies with the relative works specification. Failure to update or provide sufficient records may result of a 10% interim payment reduction being withheld.

**PSAB 8            MEASUREMENT AND PAYMENT**

**PSAB 8.2        PAYMENT**

**Add the following payment clauses:**

**PSAB 8.2.2     Name boards**

The Contractor shall supply and erect the Contractor's name board in accordance with SANS 1200AB clause 3.1. Payment will be made for the supply and erection of other contract name boards under the fixed P&G rate provided.

Payment will be made for maintaining the contract name boards in a suitable condition under the relevant time related P&G rate.

**PSAB 8.2.5     Survey Equipment**

No separate payment shall be made for the provision of survey equipment or services to the Engineer and the Contractor should allow for costs of providing these in his rates.

**PSC SITE CLEARANCE (SANS 1200 C)**

**PSC 3 MATERIALS**

**PSC 3.1 Disposal of Materials**

**Add the following:**

Unless otherwise ordered by the Engineer, the Contractor shall dispose of material resulting from clearing and demolition operations at a site to be determined by the Contractor. Such a site shall have the approval of the Engineer, the Local Authority and the Environmental Officer. Payment for the clearing, loading, transport, dumping fees and any other requirement or costs incurred shall be included in the rate submitted.

**PSC 5 CONSTRUCTION**

**PSC 5.1 Areas to be cleared and grubbed**

**Add the following:**

All areas to be constructed on, inclusive of a two metre strip round the perimeter of each structure shall be cleared and grubbed.

For the access and site roads the width of clearing shall only be sufficient for the construction of the road i.e. for the cut and fill operations and allowing for side slopes or as amended by the Engineer.

No trees with a trunk girth of more than 1 m shall be removed without the written permission of the Engineer.

**PSC 5.6 Conservation of topsoil**

**Add the following:**

The topsoil up to a depth of 150 mm, if available and approved by the Engineer, shall be removed from the above specified cleared areas and stockpiled not higher than 2m on approved sites for later re-use. Until required for spreading, the stockpiles of topsoil material shall be stabilized by watering or other approved means to limit dust pollution.

When in the opinion of the Engineer, there is an insufficient quantity of topsoil available as a result of the Contractor's failure to comply with the above, the Contractor shall import approved topsoil at his own cost.

**PSC 8 MEASUREMENT AND PAYMENT**

**PSC 8.2.1 Clear and grub**

**Add the following:**

For all the works, the rate tendered for clearing and grubbing shall cover the cost of disposal of the material off the Site by approved means. Separate payment will be made for the removal of trees up to 1.0 m girth.

In all cases debris should be dealt with as per [PSC 3.1](#), as amended.

The area to be cleared and grubbed will be measured by area. Separate payment will be made for the removal of trees up to 1.0 m girth. A strip up to 1.5 m wide on either side of the trench edges of the pipes shall be cleared and grubbed. The platform construction shall be cleared and grubbed to the toe of the outside slope including the concrete block retaining wall. Clearance for workspace shall be included in the rate. Separate payment will be made for the removal of trees up to 1.0 m girth.

**PSC 8.2.10 Removal and conservation of topsoil**

**Add the following:-**

A separate rate for removing and conserving topsoil is not provided. The Contractor shall allow for the associated costs in his trenching rates.

**Add the following clause:-**

**PSC 8.2.11 Removal and Installation of Existing Fences and Walls Complete Unit : m**

Various types of fencing and walling shall be scheduled.

The rate shall make full compensation for taking down fences and walls, removing fence and walling materials to stockpiles and reinstating fences and walls from such stockpiles including all additional materials and labour required.

Fences and walls must be reinstated to their original state and no additional payment will be made for damage caused by the Contractor.

**PSC 8.2.13 Removal, Stockpiling, Maintaining or Disposal of (as applicable) of the following surfaces**

Various surfaces and units of measurement will be scheduled.

The tendered rate shall include full compensation for the removal, stockpiling, maintaining or disposal (as applicable) of the surfacing stated for each item. For disposal the provisions of clause PSC 3.1 shall apply.

**PSD                    EARTHWORKS (SANS 1200 D)**

**PSD 3                MATERIALS**

**PSD 3.1.2         Classes of excavation**

**Replace Sub-clause 3.1 with the following:**

Notwithstanding Clause 3.1 of SANS 1200DB, no classification will be made for either intermediate or boulder excavation. The classification for excavation will be as follows:

- 1.1    Rock excavation            :    All material that cannot be removed otherwise than by blasting
- 1.2    Soft excavation                :    All material that is not classified as rock excavation under point 1.1 above.

Payment for rock excavation will only be approved if the Engineer has classified the excavation as such in writing before commencement of the excavation.

Non-plastic sandy material from excavations shall be used in the following order:

1.    As selected granular material for pipe bedding.
2.    As blanket and backfill to pipe trenches.
3.    As backfill to structures.
4.    As spoil stockpiled in selected areas indicated by the Engineer.

The Contractor shall employ selective methods of excavation to obtain topsoil, and material suitable for backfill, embankments, pipe bedding, selected granular material, road construction and bulk earthworks platforms.

**PSD 5                CONSTRUCTION**

**PSD 5.1.1.2        Safeguarding of excavations**

**Replace Clause 5.1.1.2 (b) with the following:**

The Contractor must note that the excavations for some manholes are deep and the concrete and brickwork walls to be constructed are vertical. The deep vertical faces of excavations could collapse during construction causing injury or death and the Contractor must either:-

- a) provide a shoring system, designed by the Contractor and signed by a suitably qualified Professional Engineer,

**OR**

- b) reduce the slope of excavations to the safe angle as determined by a suitably qualified Professional geotechnical engineer employed by the Contractor.

**PSD 5.1.3         Stormwater and Groundwater**

**Add the following to this Clause:**

The Contractor shall provide, operate and maintain sufficient pumping equipment, pipes and other equipment on site as may be necessary to dispose of stormwater and groundwater for the proper execution of the Works.

**PSD 5.1.4.1 Dust nuisance**

**Add the following to this Clause:**

The Contractor is responsible for dust control and is liable for all claims that may result from dust nuisance on all parts of the site and surrounding areas at all times, from the date of handing over of the Site, to the completion date of the Contract.

The Contractor shall plan the Works accordingly and shall use sufficient water or other methods to keep the level of dust to a minimum. This shall be done in consultation with the Engineer and to the Engineer's approval. The contractor must make allowance for the above in the rates tendered for excavation.

**PSD 5.1.4.3 Excavated material not to endanger or interfere**

**Add the following to this Clause:**

All surplus material and unsuitable material not required for backfilling shall be disposed of at suitable sites to be located by the Contractor. All such sites shall require the approval of the Engineer and the Local Authority and community. No additional payment will be made for the transportation of such material

Dumping shall proceed in an orderly manner with coarse material placed at the bottom and covered with finer material, where possible. Upon completion of dumping, the material shall be shaped to provide free-draining surfaces and slopes and finished off to the satisfaction of the Engineer.

**PSD 5.2.2.1.(c) Excavation for general earthworks and for structures**

**Add the following to this Clause:**

The Contractor shall excavate to the net outlines of the structures plus an allowance for work space. Vertical concrete walls shall not be cast against excavated surfaces, except in the case of concrete encasement to pipes and footings for brick walls.

**PSD 5.2.2.1.(e) Excavation for general earthworks and for structures**

**Add the following to this Clause:**

The Contractor shall inform the Engineer, in writing, at least 7 days before commencing any work which will result in a change in the topography of the site, whether such work is for the permanent works or for temporary works which the Contractor intends to execute for his own convenience. Thereupon, before commencing the work, the Contractor shall take cross-sections of the original ground profiles or another approved method to determine the ground profiles of the entire area to be worked. In addition all rock and/or foundation levels shall be recorded as the work proceeds.

The information so obtained shall be permanently recorded on a drawing or drawings which shall each be signed by both the Contractor and the Engineer. The Contractor shall then provide the Engineer with a reproducible copy of each drawing to serve as a permanent record both for the purpose of determining the quantities of excavation and earthworks carried out in the construction of the permanent works and the extent to which temporary works shall be removed or temporary excavations shall be refilled upon completion of the Works.

Where the Contractor excavates to dimensions in excess of those shown on the drawings or ordered by the Engineer or if the material in the bottom of an excavation is loosened before concrete has been cast, or if there is any over-excavation, or any loose or disturbed soil it shall be removed and the over-excavation shall be replaced by mass concrete of prescribed mix Grade 15/20 mm.

Where blinding, mass or structural concrete is to be cast or where precast elements are to be placed on surfaces established by restricted excavation, the Contractor shall, in the case of rock surfaces, over excavate to 100 mm below the bottom of the structure and use mass concrete Grade 15/20 mm for bringing the level to the bottom of the blinding.

Excavations to final level, ready to receive a blinding layer or concrete footing, shall be completed not less than 24 hours before such layer or footing is cast.

The Contractor shall arrange for the inspection by the Engineer or his Representative of all surfaces immediately before casting concrete.

**PSD 5.2.3.1 Embankments**

**Add the following to this Clause:**

The areas over which earth fills are to be constructed shall, after site clearance and removal of 150mm topsoil, be ripped to a depth of 150 mm and compacted to 90% or 93% of Mod AASHTO Density. Should the topsoil layer be in excess of 150mm the Contractor is to notify the Engineer in writing and request a directive as to how to proceed further.

The Contractor shall plan his operations and particularly his cut and fill operations in such a manner that all cut material may be used to the best advantage of the Employer. This would mean that no material shall be unnecessarily spoiled.

The Contractor shall therefore not spoil any materials without the Engineer's approval and without satisfying the Engineer that this is necessary and that the most economical method of constructing the works is proposed.

Where the earthworks pattern is such that the selected materials cannot be placed directly in their appropriate positions the Engineer may authorize their removal to temporary stockpiles.

Wherever practical, fill shall be placed in successive layers parallel to the final level of the platform, in depths not exceeding 300mm unless otherwise approved by the Engineer.

Where filling is required on ground slopes greater than 1:10 the Contractor shall submit proposals for benching for approval by the Engineer.

The material to be used for the platform construction will be G7 minimum quality material.

Fill in other applications shall be compacted to the densities specified in Sub-clause 5.2.3.1 of SANS 1200 D and Sub-clause 5.2.4.2 of SANS 1200 DM (100% for sand). Material shall be placed in such a way that adjacent layers at any stage of the operation do not differ in height by more than 300 mm.

#### **PSD 5.2.3.2 Backfilling of trenches and backfilling or filling against structures**

##### **PSD 5.2.3.2 (a) General backfilling**

###### **Add the following:**

Backfill measured under the various items in the Schedule of Quantities shall be compacted to a density as stipulated in the scheduled item.

Material for backfilling around structures must be selected so that no clay, boulders or rock is used for backfilling within 300 mm of the structure.

##### **PSD 5.2.4.2 Topsoiling**

###### **Add the following to Clause 5.2.4.2:**

"Topsoil shall not be stockpiled higher than 2.0 m. Care shall be exercised to prevent the compaction of topsoil in any way especially by vehicles travelling over such material."

Topsoil shall be placed as directed in Sub-clause 5.2.4.2 on the faces of cut slopes and embankments and other flatter areas, as shown on the drawings or ordered by the Engineer, to a nominal thickness of 100 mm after light compaction. The cut and embankment surface shall be raked or lightly scarified before laying of the topsoil to assist with adhesion between the surfaces.

#### **PSD 7 TESTING**

##### **PSD 7.2 Taking and testing of samples**

Replace the contents of the subclause with the following:

The Contractor shall carry out sufficient process control checks (one test per five cubic metres of backfill) on the compaction of all backfill layers before calling the Engineer to inspect the work completed. The frequency of testing shall be such that tests shall be carried out for every lift of backfill material starting from 300 mm. The costs of testing shall be deemed to be included in the rates for backfilling of the platform.

#### **PSD 8 MEASUREMENT AND PAYMENT**

##### **PSD 8.1 BASIC PRINCIPALS**

###### **Add the following Sub-clauses:**

##### **PSD 8.1.4 Recording of original ground profiles**

The tendered rate for excavation shall cover the cost of recording the original ground profiles, rock and/or foundation levels, as applicable prior to commencement of any excavation, including stripping of topsoil. This is required to allow the Engineer to check the Contractor's survey and adjust his design levels if necessary.

##### **PSD 8.1.5 Backfilling of over-excavation**

Backfilling over-excavation with concrete as specified in 5.2.2.1 (e) of SANS 1200D, will not be measured for payment unless the over-excavation is ordered by the Engineer to remove unsuitable material, in which case the additional excavation will be measured and paid as excavation in all materials and the concrete will be measured by volume, all to the additional dimensions ordered by the Engineer.

**PSD 8.1.6      Benching**

The construction of benches shall be measured as “cut to fill” or cut to spoil as the case may be.

**PSD 8.2            COMPUTATION OF QUANTITIES**

**Add the following to Clause 8.2.1:**

The volume of excavated material will be measured from the net outline of the structures and the average depth of excavation unless otherwise approved by the Engineer.

**PSD 8.3            SCHEDULED ITEMS**

**PSD 8.3.2        Bulk Excavation**

**PSD 8.3.2(b) Extra-over for**

**Replace the contents of this Sub-clause with the following:**

No extra-over payment will be made for excavation in material classified in terms of Sub-clause 3.1.2, as amended, as intermediate excavation. The tendered rate for excavation in all materials shall include for the cost of such excavation. Refer to [PSD 3.1.2](#), as amended.

Extra-over item will be made for material classified as “hard rock”. Refer to [PSD 3.1.2](#), as amended.

**PSD 8.3.3        Restricted Excavation**

**PSD 8.3.3(b) Extra-over for**

**Replace the contents of this Sub-clause with the following:**

No extra-over payment will be made for excavation in material classified in terms of Sub-clause 3.1.2, as amended, as intermediate excavation. The tendered rate for excavation in all materials shall include for the cost of such excavation. Refer to [PSD 3.1.2](#) as amended.

Extra-over item will be made for material classified as “hard rock”. Refer to [PSD 3.1.2](#), as amended.

**PSD 8.3.5        Extra Excavation in all materials to Provide Working Space around Structures**

**Add the following to this Sub-clause:**

Excavation for workspace will be measured to the net vertical area of the structure below ground level, except in the case of footings for brick walls where no payment will be made.

**PSD 8.3.6        Overhaul**

**Replace the contents of this Clause with the following:**

All movement of cut to fill material shall be regarded as freehaul. In addition, all movement of topsoil, overburden soil or any other material within the boundary of the site and less than 10 km from the site boundary shall be regarded as freehaul.

Overhaul will only be paid in disposal of topsoil, overburden, spoil or any other material where the transportation is beyond 10 km of the boundary of the site.

**PSDB                    EARTHWORKS (PIPE TRENCHES) (SANS 1200 DB)**

**PSDB 3                MATERIALS**

**PSDB 3.1            Classes of excavation**

The classification of material for excavation shall be as specified in Project Specification Clause PSD 3.1.2.

**PSDB 3.6.1        Subbase and base**

**Delete the contents of Clause 3.6.1 and replace with the following:**

“Where trenches cross existing surfaced roads the following will apply:

- e) The service (pipe, cable etc.) shall be laid on a bedding cradle, and covered with a fill blanket, as specified in section LB (Bedding - Pipes) SANS 1200 or in the Project Specification.

The rate for placing and compacting bedding and blanket material shall be included in the items for excavation and backfilling. No additional payment will be made for placing and compacting bedding and blanket using material selected from trench excavations. Where material excavated from trenches is unsuitable for backfill bedding or blanket material and suitable material cannot be reasonably selected from adjacent trench excavations or stockpiles within free haul distance on the site, then the Engineer will order the use of material from commercial sources.

- f) The remaining portion of the trench, from the top of the fill blanket to the underside of the road wearing layer, shall be filled with soilcrete (G4 gravel with 5% cement by volume) compacted mechanically in 150mm layers to 98% of MOD. ASSHTO for a minimum total thickness of 300mm.

**PSDB 3.7            Selection**

**Add the following to this Sub-clause:**

Notwithstanding Sub clause 3.7, in terms of which the Contractor has a choice regarding methods of selection, the Contractor is required to use selective methods of excavation. The Contractor shall selectively remove and keep separate the sandy material from unsuitable material and place it adjacent to the trench for reuse as backfill, selected fill, selected granular material or for other use as ordered by the Engineer.

Material which, in terms of Subclause 6.2 of SANS 1200 D or Subclause 6.1 of SANS 1200 LB, is too wet for immediate use in the trench (but which is otherwise suitable) will not be regarded as "unsuitable" material and, if so ordered by the Engineer, the Contractor shall spread such material in a suitable area until it has dried sufficiently for later use. Should the material which is replaced in the trench become too wet again, due to the fact that the Contractor made insufficient provision for the handling and removal of groundwater in accordance with Subclause 5.5 of SANS 1200 A, the Contractor shall replace the material at his own cost with material which is, in the opinion of the Engineer, suitable.

When preparing his programme and construction methods, the Contractor shall make allowance for selective excavation and the handling and drying out of material which is too wet for immediate use.

Unless otherwise ordered by the Engineer, all excavated material shall be kept within the pipe servitude. The toe of the bank of excavated material shall be trimmed well back from the edge of the trench so as to leave a minimum 0.6 m clearance between the toe of the bank and the edge of the trench. The Contractor shall keep this strip clear of excavated material at all times.

The Contractor shall take steps to avoid burying or contaminating topsoil which shall be set aside for replacing, as far as practical, on the surface from which it was excavated.

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**PSDB 5 CONSTRUCTION**

**PSDB 5.1.2 Stormwater, seepage and dewatering excavations**

**PSDB 5.1.2.1 Throughout the works.**

**Add the following to this Sub-clause:**

Under no circumstances will any claim be entertained for dewatering, or water logged conditions. The Contractor will control all surface and sub-surface water during construction, and the cost of such, will be deemed to be included in the rates tendered for excavations.

In addition to the Contractor's responsibilities for dealing with water, the Engineer may order the Contractor to place a crushed stone bedding layer (minimum thickness 150 mm) on the trench bottom. Should the trench bottom conditions remain unstable due to the nature of the soil and the degree of saturation, the Engineer may order the Contractor to install a filter fabric on the trench bottom prior to the provision of the stone layer. Should the material in the trench bottom or the bedding material be of such a nature that it can penetrate the stone layer, the Engineer may instruct the Contractor to enclose the stone layer completely within a geotextile filter blanket which shall comply with the requirements below, and shall have overlaps of at least 200mm.

The Contractor will only be paid by providing and laying the stone bedding layer and filter fabric after receipt of a written order to do so from the Engineer.

The cost of dealing with water as specified in Sub-clause DB 5.1.2.1, as amended will be held to have been included in the tendered sums.

**Stone bedding in water-logged conditions:**

Where the use of a layer of crushed stone in the trench bottom has been authorized by the Engineer, it will be measured by volume calculated according to length multiplied by the minimum base width and specified thickness. The tendered rate shall cover the cost of preparation of the trench bottom to accommodate the layer of stone, the supply and placing of the layer of stone over at least the specified width and all related activities in order to produce a stable platform.

**Geotextile filter fabric:**

Width of fabric: 2 x thickness of crushed stone plus 2 x base width plus 200mm. The tendered rate shall include the cost of supply, placing and losses as a result of overlaps and over excavated trench widths.

The synthetic fibres of a geotextile blanket shall consist of at least 85% by mass of polypropylene, polyethylene, a polyester, a polyamide, or a copolymer of vinyl chloride and vinylidene-chloride, or any combination of these polymers, and shall contain such additives as are necessary to render the filaments resistant to the effects of ultra-violet radiation and heat. The amount of water absorbed by the geotextile after 24 hours soaking in water at 20 deg. Celcius shall be less than 1% by mass.

In addition to the requirements of Subclause 3.1.3 of SANS 1200 DK the geotextile shall comply with the following:

Mass	:	150 g/m <sup>2</sup> (minimum)
Strength in all directions	:	6 kN/m (minimum)
Equivalent opening size (EOS)	:	105 micrometres (maximum)

A non-punched, approved geotextile acceptable to the Engineer.

**PSDB 5.2 Minimum Base Widths**

**Add the following to this Clause:**

The minimum trench width shall be 650mm or in accordance with SANS1200. A side allowance of 300 mm shall be applicable to pipes of diameter equal to or less than 160 mm OD. The minimum cover to be 1 200 mm under roads and in road reserves and 800 mm elsewhere.

**PSDB 5.5 Trench bottom**

**Add the following to this Clause:**

Where the Contractor's method of working results in quagmire conditions in the trench bottom, the Contractor shall excavate and stabilize the trench at his own cost to the approval of the Engineer.

**PSDB 5.6.3 Disposal of Soft Excavation Material**

**Delete the contents of Clause 5.6.3 and replace with the following:**

All surplus material and unsuitable material not required for backfilling shall be disposed of at the Municipal Dump Site. No additional payment will be made for the transportation of such material

Dumping shall proceed in an orderly manner with coarse material placed at the bottom and covered with finer material, where possible. Upon completion of dumping the material shall be shaped to provide free-draining surfaces and slopes and finished off to the satisfaction of the Engineer.

**PSDB 5.6.6 Completion of backfilling**

**Add the following to this Subclause:**

The contractor shall bring on to the site sufficient resources so that trenches do not remain open for longer than one week ahead or behind the pipe laying team. The length of open trenches at any time shall not exceed 200m in length per service. Should this happen, the Engineer shall have the right to intervene and stop the excavation process until such time as may be deemed necessary for the pipe laying team and backfilling team to meet the prescribed open trench lengths. The following partial payments shall apply:

- trench excavation – 80%
- backfill completed – 20%
- pipe installed before testing – 90%
- testing of pipes – 10%

**PSDB 5.7.2 Areas subject to traffic loads**

**Add the following to this Sub-clause:**

All trenches will be considered to be subject to traffic loads and the backfill material and compaction in these trenches shall comply with the requirements of Sub-clauses 3.5(b) and 5.7.2.

**PSDB 8 MEASUREMENT AND PAYMENT**

**PSDB 8.1 BASIC PRINCIPLES**

**Amend the last sentence of Subclause 8.1.2 (c), to read:**

"The ground surface will be that existing after any bulk excavation has been carried out and before any embankment has been constructed, unless a portion of the embankment has to be constructed in order to achieve an acceptable cover over a pipe that is to be installed, in which case, measurement will be made from the level of embankment that produces an acceptable minimum cover over the pipe."

**PSD 8.3 SCHEDULED ITEMS**

**PSDB 8.3.2 Excavation**

**Add the following to the Sub-clause:**

The rates for excavation of trenches shall also cover the cost of selection as specified in [PSDB 3.7 Selection](#), as amended. The costs of drying out of material suitable for bedding shall also be covered.

Extra-over payment will be made for hard rock excavation provided the surface levels of the hard rock have been recorded on drawings signed by the Engineer before it is excavated.

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**PSDM EARTHWORKS (ROADS, SUBGRADE) SANS 1200 DM**

**PSDM 3 MATERIALS**

**PSDM 3.1 Classification for Excavation Purposes**

**Replace clause 3.1 with the following:**

The Contractor may use any method he chooses to excavate any class of material but the chosen method of excavation shall not determine the classification of the excavation. The Engineer will decide on the classification of the materials. The classification will be based on inspection of the material to be excavated and on the criteria given in PSD 3.1.2.

**PSDM 3.2.3 Selected Layer**

**Add the following:**

The Contractor shall obtain selected subgrade material from a source of his own choice or through crushing facility on site set up by the Contractor. The unit rate tendered shall include all procurement related costs, including haulage. The material quality shall comply with that of a G6/G7 natural gravel as specified in SANS 1200 and shall be compacted to the specified of Mod AASHTO Density.

**PSDM 5 CONSTRUCTION**

**PSDM 5.2 Methods and procedures**

**PSDM 5.2.2.4 Temporary stockpiling of materials**

**Add the following paragraph:**

The Contractor shall program the works in such a manner that suitable excavated material from site or imported from a commercial sources, shall be placed directly in the appropriate position in fill to ensure that temporary stockpiling is not needed. No payment shall be made for the temporary stockpiling of material where such material is to be used for backfilling of pipe trenches, except when so ordered in writing by the Engineer.

**PSDM 5.2.8 Transport for Earthworks**

**PSDM 5.2.8.1 Free-haul**

**Replace Clause 5.2.8.1 with the following:**

All movement of cut to fill and cut and spoil material shall be regarded as freehaul. In addition, all movement of topsoil, overburden soil or any other material within the boundary of the site or to a spoil site selected by the Contractor shall be regarded as freehaul.

**PSDM 5.2.8.2 Overhaul**

**Replace the contents of this clause with the following:**

No payment will be allowed for overhaul. The tendered rates for all earthworks are to be included in the haulage cost of material whether imported from commercial sources or not.

**PSDM 7 TESTING**

**PSDM 7.3.2 Routine inspection testing**

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

No density shall be less than the specified minimum density for the relevant layer.

The cost of all routine testing done by the Engineer, and of which the results do not comply with the specified minimum requirement for the material, shall be borne by the Contractor and will be subtracted from the monthly payment certificates.

**PSDM 7.3.2 Independent CQA Laboratory**

The Independent CQA Laboratory (CQA Lab) is the third-party laboratory responsible for performing the quality assurance soils and/or geosynthetics laboratory testing tasks listed in this plan. The CQA Lab is directed by the CQA Engineer and may be part of the CQA Consultant firm or company. The geosynthetics testing laboratory shall be accredited by the Geosynthetics Research Institute Laboratory Accreditation Program (GRI-LAP or similar). The CQA Lab shall not be affiliated with the Earthworks Contractor nor Geosynthetics Installer nor materials suppliers.

**Table 1: Engineered Fill and Anchor Trench Backfill Construction Testing**

Test Designation	Applicable test method	Frequency
Visual-Method Soil Classification	ASTM D2488	Continual during excavation and placement of soils
Moisture-Density	SANS 3001-GR30	1 per 5 000 m <sup>3</sup> or each material type
Sieve Analysis	SANS 3001-AG1	1 per 1 500 m <sup>3</sup> or each material type
Atterberg Limits	SANS 3001-GR10	1 per 1 500 m <sup>3</sup> or each material type
Nuclear Moisture/Density <sup>1</sup>	SANS 3001-NG5	1 Per 500 m <sup>3</sup> , one per lift, or one per day – whichever results in a higher number of tests
Moisture Content	SANS 3001-GR20	1 per 20 nuclear moisture tests
Sand Cone Test, or Drive Cylinder Test	SANS 3001-GR35	1 Per 20 Nuclear Density Tests

Notes to Table 1:

1. Tests shall be performed on an even grid to provide adequate testing coverage. For large fills in small areas, the testing frequency shall be increased as necessary to ensure testing for each lift of soil placed.

**Table 2: Test Pad Construction Testing**

Test Designation	Applicable test method	Compacted Clay	Subgrade
Visual-Method Soil Classification	ASTM D2488	Continuous	1 per Soil Type
Moisture-Density	SANS 3001-GR30	1 Test	1 Test
Atterberg Limits	SANS 3001-GR10	1 per Lift	NA
Nuclear Moisture/Density <sup>1</sup>	SANS 3001-NG5	4 Tests Per Lift <sup>1</sup>	3 Tests
Moisture Content	SANS 3001-GR20	4 Tests Per Lift <sup>2</sup>	1 Test
Sand Cone Test, or Drive Cylinder Test	SANS 3001-GR35	1 Per 20 Nuclear Density Tests	NA
Hydraulic Conductivity	ASTM D5084 (5psi)	2 per Lift <sup>3,4</sup>	NA
Field-Scale Infiltration Test & Permeability Evaluation, OR Double ring Infiltrometer, OR Guelph Permeameter	ASTM D6391-11 (2020)  ASTM D3385  ASTM D5126-16e1	Two-Stage Borehole Permeameter <sup>4</sup>  1 per lift  1 per lift	NA

Notes to Table 2:

1. Nuclear gauge tests for moisture content and dry density shall be performed at evenly spaced locations in a grid pattern within the footprint of the test pad. Acceptance will be based on test results that fall within the compaction window developed by the Design Engineer, or as modified by the CQA Engineer based on pre-construction testing.

2. A correlation shall be developed between the moisture contents as determined by the nuclear gauge and conventional oven and/or microwave oven methods during construction of the test pad in order to facilitate construction testing and placement of compacted clay liner during full scale operations.
3. Upon completion of the test pad, samples shall be collected 75 mm outside diameter thin-walled sampling tubes (Shelby tubes) in accordance with ASTM D1587 or by the block sampling technique in accordance with ASTM D4220, at the discretion of the CQA Engineer. Two samples in each lift shall be collected to represent the compacted clay liner. Samples should be collected outside of the future location of the field scale infiltration test.
4. The hydraulic conductivity evaluated in the laboratory (ASTM D5084) for the 75 mm diameter samples shall be correlated to the hydraulic conductivity evaluated in the field scale testing. Effective confining pressures of 35 kPa shall be applied during the test. The correlation is to provide a means for establishing criteria for laboratory and field testing of the full-scale (construction) compacted clay liner. In addition, in-situ hydraulic conductivity data is to provide information demonstrating the feasibility of constructing a compacted clay liner meeting the Construction Specifications.

**Table 3: Compacted Clay Liner Construction Testing**

Test Designation	Applicable test method	Frequency <sup>1</sup>
Visual-Method Soil Classification	ASTM D2488	Continual during excavation and placement of soils
Moisture-Density	SANS 3001-GR30	1 per 5 000 m <sup>3</sup> or each material type
Sieve Analysis	SANS 3001-AG1	1 per 1 500 m <sup>3</sup> or each material type
Atterberg Limits	SANS 3001-GR10	1 per 1 500 m <sup>3</sup> or each material type
Nuclear Moisture/Density	SANS 3001-NG5	1 Per 250 m <sup>3</sup>
Moisture Content	SANS 3001-GR20	1 per 5 nuclear moisture tests
Sand Cone Test, or Drive Cylinder Test	SANS 3001-GR35	1 Per 20 Nuclear Density Tests
Laboratory Hydraulic Conductivity on Field Collected Sample <sup>2,3,4</sup>	ASTM D5084	1 per 1 500 m <sup>3</sup>

Notes to Table 3:

1. Specified frequency or one per material type and source, whichever is greater.
2. Tests shall be performed on an approximately even grid to provide adequate testing coverage.
3. Samples will be collected and transported to the laboratory using the same procedures selected by the CQA Engineer for the test pad (i.e., Shelby tubes or block samples).
4. Laboratory samples will be tested at confining pressures of 105 kPa.

**Table 4: Drainage Gravel and LCS Drainage Layer Construction Testing**

Test Designation	Applicable test method	Designation Frequency
Sieve Analysis	SANS 3001-AG1	1 per 1 500 m <sup>3</sup> for each material type
Hydraulic Conductivity	ASTM D2434	1 per 1 500 m <sup>3</sup> or each material type
Visual-Method Soil Classification	ASTM D2488	Continual during excavation and placement of soils

## Materials Conformance Testing

### Geomembrane Materials Conformance Testing

6 No samples each 300 mm x 300 mm are to be taken across the entire width of a roll of each geomembrane type, not including the first 1.5 m. The CQA Engineer shall mark each sample with the machine direction, roll number on the sample, and date the sample was obtained. The samples are to be sent to an accredited Geosynthetics testing laboratory where the following conformance tests are to be performed (according to the relevant ASTM standard test method):

Material Property	ASTM Test method
• Density	D1505
• Thickness	D5199
• Tensile strength and elongation at break	D6639
• Stress Crack Resistance (SP-NCTL)	D5397, App
• Standard Oxidative Induction Time (OIT)	D3895
• High Pressure Oxidative Induction Time (HP-OIT)	D5885

All conformance tests shall be performed in compliance with the specification requirements of GRI-GM13 (Rev 15 2019) "Test Methods, Test Properties and Testing Frequencies for High Density Polyethylene (HDPE) Smooth and Textured Geomembranes", Table 1(b) and Table 2(b). The Engineer shall review the test results and shall report any non-conformance to the Owner and the Geosynthetics Installer.

#### **GCL Materials Conformance Testing**

6 No samples each 300 mm x 300 mm are to be taken across the entire width of a roll of the GCL, not including the first 1.5 m. The samples are to be marked with the machine direction, roll number on the sample, and date the sample was obtained. The samples are then to be sent to an accredited Geosynthetics testing laboratory where the following conformance tests are to be performed (according to the relevant ASTM standard test method):

<b>Material Property</b>	<b>ASTM Test method</b>
• Bentonite Swell Index	D 5890
• Bentonite Dry Mass/ Unit Area	D 5993
• GCL Peel Strength	D 6496
• GCL Index Flux	D 5887

The conformance tests shall be performed in compliance with the specification requirements of GRI-GCL3 (Rev 5 2019) "Test Methods, Test Properties and Testing Frequencies for Geosynthetic Clay Liners (GCLs)", Table 1(a). The Engineer shall review the test results and shall report any non-conformance to the Owner and the Geosynthetics Installer.

As a minimum the CQA Monitor shall independently confirm the mass per unit area of bentonite at zero percent (0%) gravimetric moisture content and the swell index of the bentonite in the GCL, along with the name of GCL manufacturer, roll identification markings, type of bentonite, type of carrier geotextiles and location of manufacturing plant.

#### **Geotextile Materials Conformance Testing**

6 No samples each 600 mm x 600 mm are to be taken across the entire width of a roll of the Geotextile, not including the first 1.5 m. The samples are to be marked with the machine direction, roll number on the sample, and date the sample was obtained. The samples are then to be sent to an accredited Geosynthetics testing laboratory where the following conformance tests are to be performed (according to the relevant ASTM standard test method):

<b>Material Property</b>	<b>ASTM Test method</b>
• Mass per unit area	D 5261
• Grab tensile strength	D 4632
• Grab tensile elongation	D 4632
• Trapezoidal tear strength	D 4533
• Puncture strength (CBR)	D 6241

The conformance tests shall be performed in compliance with the specification requirements of GRI-GT12 (a) (Rev 2 2016) "Test Methods and Properties for Nonwoven Geotextiles Used as Protection (or Cushioning) Materials", Table 1(b). The Engineer shall review the test results and shall report any non-conformance to the Owner and the Geosynthetics Installer.

#### **Geosynthetic Clay Liner (GCL)**

The supply and installation of the GCL will be according to the following specifications and codes of practice:

- GIGSA 1200 W(GCL) - 2008: Pro-Forma Standardised Specification for Reinforced Needle punched Geosynthetic Clay Liners (GCLs).
- GRI-GCL3 (Rev 5 2019): Test Methods, Required Properties, and Testing Frequencies of Geosynthetic Clay Liners (GCLs).
- EN-ISO or any other standard which can be shown to be equivalent to the standards specified may be acceptable.
- Project Specifications for Geosynthetic Clay Liners.

#### **Geomembrane**

The supply and installation of the HDPE liners will be according to the following specifications and codes of practice:

- SANS 1526 (2015): Thermoplastics polyolefin sheeting for use as a geomembrane

- GRI-GM13 (2019): Test Methods, Test Properties and Testing Frequency for High Density Polyethylene (HDPE) Smooth and Textured Geomembranes
- SANS 10409 (2020): Design, Selection, and Installation of Geomembranes
- GRI-GM14 (2013): Selecting variable intervals for taking geomembrane destructive seam samples using the method of attributes.
- GRI-GM19 (2017): Seam Strength and Related Properties of Thermally Bonded Polyolefin Geomembranes.

Storage and Handling - Geomembrane shall be stored in accordance with the Manufacturer's recommendations at a site selected by the Project Manager. Rolls shall be off-loaded using the appropriate equipment and straps. Rolls shall not be placed directly on the ground and shall be stacked no higher than three rolls. Only soft-sole shoes will be allowed on the deployed geomembrane and rub sheets shall be placed under equipment.

**PSDM 8            MEASUREMENT AND PAYMENT**

**PSDM 8.3        SCHEDULED ITEMS**

**PSDM 8.3.7     Cut to spoil or stockpile from**

**Delete Item b) of this clause and add the following:**

No payment shall be made for intermediate excavation. Excavation normally classified as Intermediate excavation shall be paid as per the rate for soft excavation (8.3.7.a).

**PSLB BEDDING (PIPES) (SANS 1200 LB)**

**PSLB 3 MATERIALS**

**PSLB 3.1 Selected granular material**

**Replace the contents of Sub-clause 3.1 with the following:**

Selected bedding material shall comply with the following requirements:

- A maximum particle size of 20 mm
- A minimum grading modulus of 0,5
- A minimum CBR of 15% at 93% of modified AASHTO maximum density
- A maximum plasticity index of 10.

The Bedding shall be compacted to at least 93% of modified AASHTO maximum density (100% for sand).

**PSLB 3.2 Selected fill material**

**Replace the contents of Sub-clause 3.2 with the following:**

Selected fill material shall be free from vegetation and from lumps and stones of diameter exceeding 30 mm, and shall be obtained from the trench excavations or other necessary excavations on the site, on the approval of the Engineer. The material shall have a PI<6.

**PSLB 3.4 Selection**

**PSLB 3.4.1 Suitable material available from trench excavation**

**Replace the second sentence of this sub-clause commencing with “The Contractor will be permitted ....” with the following:**

The Contractor will be required to preserve material excavated from trenches that is suitable for bedding for reuse as bedding.

**PSLB 8 MEASUREMENT AND PAYMENT**

**PSLB 8.1 PRINCIPALS**

**PSLB 8.1.2 Sources of bedding material**

**Add the following to this sub-clause:**

Payment for the provision of imported bedding materials will only be made where they cannot be selected from the excavation within the confines of the site or within 5kms of the point where it is required and where it is ordered in writing by the Engineer whichever is the lesser.

**PSLB 8.1.3 Volume of bedding materials**

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

The volume of bedding material will be measured net, excluding the volume occupied by the pipe. The volume of bedding material will be computed from:

- the trench width specified or scheduled, and
- the depth of each bedding layer as shown on the drawings, and
- by deducting the volume occupied by the pipe

**Annex C3.5.2 Occupational Health and Safety Specifications by the Employer**

MIDVAAL LOCAL MUNICIPALITY

OHS OCCUPATIONAL, HEALTH AND SAFETY

OHS1 GENERAL

OHS1.1. Tender Document

This document is the pre-contract Health and Safety Specification which must be used by the Principal Contractor and Sub Contractors appointed by the Principal Contractor to compile Health and Safety Plans for this project and forms part of the tender documentation.

**The Principal Contractor and Sub Contractors' particular attention is drawn to Section 1.2 of this specification whereby**

**“Upon award of the contract, the contractor is to assume and adopt the function and duties of the Principal Contractor as set out in the Construction Regulations 2014 No. R. 84 promulgated 7 February 2014.”**

The health and safety specifications outlined herein must be taken into account and due allowance made within the pricing of appropriate items contained within the specification. Where the tenderer is of the opinion that a requirement is missing or is not adequately specified then this shall be drawn to the Client / Client's Agent's attention during the tender period. In the absence of any direction to the contrary, the tenderer shall as part of the tender submission, set out the details of such discrepancy together with the costs associated therewith, separately identified and included within the tender figure.

OHS1.2. Principal Contractor

The successful tenderer will on signing of the contract to fulfill the function and duties of the Principal Contractor as set out in the Construction Regulations 2014 No. R. 84 promulgated 7 February 2014.

OHS1.3. Start of Construction Phase

The construction phase shall not commence until the Principal Contractor's Health and Safety Plan was considered and approved by the Client / Client's Agent and Design Team. The Client / Client's Agent shall discuss and negotiate with the Principal Contractor the contents of the Health and Safety Plan submitted by the Principal Contractor before finally approving it for implementation.

The construction phase shall not commence until written permission is received from the Client / Client's Agent. In this respect the Client / Client's Agent may rely on the advice of the Design Team as to the adequacy and comprehensiveness of the Plan offered by the Principal Contractor.

In preparing their detailed Health and Safety Plan based on the relevant sections of this Health and safety Specifications supplied to them by the Client, Client's Agent, contractors must allow for the adoption of safe working procedures and co-ordinate and rationalise activities to avoid controllable hazards arising due to clashes of activities.

OHS1.4. Sub-Contractors, Suppliers & Designers

The Principal Contractor shall ensure that all direct appointments in connection with this project include provisions for the compliance of his sub-contractors, suppliers and designers, etc, with the relevant provision of the Occupational Health and Safety Act (Act 85 of 1993) and it's Regulations, in particular the Construction Regulations 2014 No. R. 84 promulgated 7 February 2014.

OHS1.5. Liaison

The Principal Contractor shall together with all his appointees, liaison with the Client / Client's Agent as required under the Regulations and agree procedures for the transfer of relevant Information in respect of designs and in connection with the preparation of the Health and Safety File.

OHS1.6. Advice

The tenderer shall, as part of the tender submission, indicate where advice will or may be required of the Client / Client's Agent in respect of the competence of the tenderer's designers and the adequacy of resources allocated or to be allocated by them.

OHS1.7. Undertaking by Principal Contractor and Sub-Contractors appointed by the Principal Contractor

The Principal Contractor as well as Sub-Contractors appointed by him / her shall undertake in writing to ensure that the provisions of the Occupational Health and Safety Act (Act 85 of 1993) and its Regulations, in particular the Construction Regulation of 2014 No. R. 84 promulgated 7 February 2014 and any amendments or re-enactments thereto are complied with. The attached Occupational Health and Safety provisions undertaking form for the Principal Contractor in Appendix 1 shall be completed and signed by the Managing Director of the company / firm awarded the tender.

**OHS2 INFORMATION REQUIREMENTS**

The contractor must provide the following information.

OHS2.1. General

- The Principal Contractor / Sub-Contractor shall have an OHS Policy in accordance with the OHS(Occupational Health and Safety Act, Act 85 of 1993) and include a copy of the Policy in the Health and Safety Plan to be submitted by the Principal Contractor / Sub-Contractor.
- The Principal Contractor / Sub-Contractor shall promptly display a copy of the Company's OHS Policy on the OHS Notice Board for the duration of the contract and include it into information provided to persons at the contract OHS induction.
- The Principal Contractor shall develop a Contract specific OHS Management Commitment Statement based on the Company's OHS Policy.
- The Principal Contractor's Managing Director shall sign the Commitment Statement and prominently display a copy on the OHS Notice Board for the duration of the contract. A copy of the Commitment Statement shall be included in information provided to persons at the Contract OHS induction and a copy shall also be supplied to each sub-contractor.

OHS2.2. Management

- Details of the personnel and management systems to be put in place to prepare, manage, implement, conduct and monitor the Health and Safety Plan for the project. Broadly speaking your:
- Organisation's internal structure that establishes SHE (Safety, Health and Environmental) ROLES, RESPONSIBILITIES, ACCOUNTABILITIES, and REPORTING RELATIONSHIPS,
- SHE (Safety, Health and Environmental) PLANS, POLICIES, PROCEDURES, DIRECTIVES and STANDARDS that provide instructions as to how activities and functions are to be carried out,
- SHE (Safety, Health and Environmental) CONTROLS, INSPECTIONS, REVIEWS, etc. built into construction operations to ensure that performance is consistent with SHE (Safety, Health and Environmental) objectives and requirements,
- SHE (Safety, Health and Environmental) COMMUNICATION MECHANISMS for collecting, handling and reporting information.
- In other words Management Systems that specifies WHO is going to do WHAT, WHERE, WHEN, Why and HOW.
- Details of relevant qualifications and experience held by the persons nominated above, including recent health and safety education and training undertaken.
- Procedures for determining the competence of contractors engaged on the project, whether employed by the contractor directly or by others, to fulfill their duties under the Construction Regulations 2014 No. R. 84 promulgated 7 February 2014.

OHS2.3. Hazard Identification, Risk Assessment and control

- The Principal Contractor / Sub-Contractor shall detail and implement procedures that will identify hazards, assess risks and determine suitable control measures as they arise throughout term of the contract. These procedures shall both comply with and be implemented and managed in accordance with the specification.
- The Principal Contractor / Sub-Contractor shall detail and implement procedures that ensure control measures are evaluated for effectiveness and modified as necessary. The evaluation procedure shall detail the responsibilities, timelines and records that will be kept as part of the process.
- Where Risk is controlled through administrative control measures, the Principal Contractor / Sub-Contractor shall ensure that the administrative measures are:
  - a) Clearly documented and those personnel responsible for implementation and management are explicitly defined;
  - b) Understood by all relevant personnel through training and assessment;
  - c) Implemented as documented and promptly reviewed for effectiveness following initial implementation;
  - d) Amended and authorised as required;
  - e) Adequately supervised, managed and audited to ensure continuing compliance;
  - f) Available at all times wherever the measures are being implemented.
- Any piece of plant or equipment not complying with the specification shall cease operation until the Principal Contractor / Sub-Contractor can demonstrate to the satisfaction of the Client / Client's Agent that the piece of non-conforming plant or equipment conforms to these requirements.

#### OHS2.4. Health and Safety Plan

The Principal Contractor / Sub-Contractor shall develop a Health & Safety Plan to reflect variations in design or changes in site conditions and liaise with the Client / Client's Agent.

The Principal Contractor shall develop this Health and Safety Plan so that it:

- a) Incorporates the contractor's approach to managing the construction work to ensure the health and safety of all persons carrying out the construction work and all persons who may be affected by their work.
- b) Includes the risk assessments prepared by all Contractors under their duties set out in the Construction Regulations 2014 and any other relevant legislation (i.e. the OHS Act and Regulations, etc).
- c) Includes the arrangements for ensuring that, where appropriate or specifically requested, all Contractors / Sub-Contractors prepare suitable and sufficient method statements for their construction works which incorporate adequate measures for ensuring the health and safety of all persons who may be affected by these works.
- d) Incorporates the common arrangements for site safety, statutory notices and registers etc.
- e) Includes the site rules to be adopted for controlling the risks to health and safety during the construction phase(s) or the project.
- f) Includes reasonable arrangements for monitoring compliance with health and safety legislation and site rules.
- g) Includes reasonable measures to ensure co-operation between all Contractors and Sub-Contractors in respect of health and safety provisions and prohibitions.
- h) Includes the steps to be taken to ensure that only authorised persons are allowed into any premises or parts of the site / premises where construction work is being carried out.
- i) Includes arrangements for emergency procedures.
- j) Includes arrangements for ensuring that, so far as is reasonably practicable, every Contractor and Sub-Contractor is provided with comprehensible information about the risks to health and safety of that Contractor / Sub-Contractor, or of any employees or other

persons under their control, arising out of the construction works, including the emergency procedures

- k) Includes details of the arrangements for ensuring, so far as is reasonably practicable, that the employees or other persons under the control of any Contractor / Sub-Contractor, and any visitors to the site, receive adequate information about the risks to their health and safety arising out of the construction works and, where necessary, adequate training to carry out their work in a safe and healthy manner.
- l) Includes arrangements for providing all persons at work on the site and visitors to the site with the opportunity and means of discussing and offering advice on health and safety issues relating to the construction works.
- m) Includes arrangements for the reporting of any accidents, injuries or dangerous occurrences, including conforming with the statutory requirements.
- n) Can be modified as the work proceeds to take account of any information received from Contractors / Sub-Contractors, any experience gained during the course of the project or any changes necessary as a result of unforeseen circumstances or alterations to the design.

OHS2.5. Programme

A time estimate required by the contractor to implement the Health & Safety Plan sufficiently for works to commence on site.

OHS2.6. Cost

A detailed breakdown of costs allowed in the contractor's tender for preparing, managing, implementing and monitoring the Health and Safety Plan, and for complying with the requirements imposed on the Principal Contractors under the Construction Regulations of 2014 No. R. 84 promulgated 7 February 2014.

**OHS3 GENERAL SITE SAFETY**

OHS3.1. Safety training & education

The Principal Contractor shall detail the OHS competencies and training received by its contract management personnel.

The Principal Contractor's Health and Safety Plan shall have a detailed register of the skills and competencies for all personnel for the activities that the personnel will undertake under the contract. (eg. Mobile plant operators, crane operators etc.)

The Principal Contractor shall demonstrate and maintain documentary evidence of competencies on site for the duration of the contract.

OHS3.1.1. Induction Training

The Principal Contractor / Sub-Contractor shall develop and detail a Site Induction Training Programme as part of the Occupational Health and Safety Plan to be submitted to the Client / Client's Agent prior to commencement of construction that includes as a minimum:

- a) Training related to hazards likely to be encountered on Site and control measures that have been developed in response to these hazards;
- b) Roles and Responsibilities;
- c) The requirements of the Health and Safety Plan submitted and approved
- d) Address the identified issues in the Fire Safety, Emergency, Evacuation and Rescue Plan to ensure that all Site personnel are aware of procedures in the event of an incident or emergency occurring;

The Principal Contractor / Sub-Contractor shall evaluate all persons undertaking the site Induction Training through a written test to ensure that inductees have an understanding of the OHS (Occupational Health and Safety) requirements for the contract. The written tests shall be signed and dated by the person undertaking the induction training to attest to their understanding and be retained by the Principal Contractor / Sub-Contractor as a record that the training has been completed.

OHS3.1.2. Induction training for specified work

The Principal Contractor / Sub-Contractor shall conduct Site Specific Occupational Health and Safety Induction Training for all personnel, the Client / Client's Agent and all visitors not escorted on Site by inducted persons.

The Principal Contractor / Sub-Contractor shall evaluate all persons undertaking the Site Induction Training through a written test to ensure that inductees have an understanding of the OHS (Occupational Health and Safety) requirements for the contract.

The written tests shall be signed and dated by the person undertaking the induction training to attest to their understanding and be retained by the Principal Contractor / Sub-Contractor as a record that the training has been completed.

OHS3.2. Recording & reporting of injuries

Make arrangements for all contractors to report accidents, ill health and dangerous occurrences notifiable to the Department of Labour under Section 24 of the OHS Act (Occupational Health and Safety Act, Act 85 of 1993) (Reporting to DOL (Department of Labour) Inspector regarding certain incidents).

All lost time incidents associated with the contract works or reportable as defined by Section 24 of the OHS Act shall be immediately reported to the Client / Client's Agent.

The Principal Contractor / Sub-Contractor shall provide a detailed report of all accidents / incidents, including events that could have become lost time incidents were it not for fortuitous circumstances to the Client / Client's Agent within 5 days of the incident occurring. The Principal Contractor / Sub-Contractor shall provide copies of all reports and information associated with the incidents to the Client / Client's Agent. Copies of reports must be placed on the Health and Safety File.

Where the Principal Contractor / Sub-Contractor has been:

- Served with a prohibition, contravention or improvement notice under the OHS Act; or
- Required to comply with any order issued by an inspector for the Department of Labour;

The Principal Contractor / Sub-Contractor shall immediately supply a copy of that notice, order or notification to the Client / Client's Agent.

Where the Principal Contractor / Sub-Contractor have been served with a summons or is convicted of any offence in relation to occupational health and safety, the Principal Contractor / Sub Contractor shall immediately supply a copy of that summons to the Client / Client's Agent.

The Principal Contractor / Sub-Contractor shall detail the reporting and investigation procedures for incident investigation. The procedures shall include the investigating officer responsible and the time limits imposed for reporting and investigating the incident and to implement corrective action in a timely manner so as to prevent a recurrence.

The client / Client's Agent may participate in or undertake an investigation into the incident, injury or illness at its discretion and the Principal Contractor / Sub-Contractor shall cooperate with and provide assistance to the investigation organised and undertaken by the Client / Client's Agent.

OHS3.3. First Aid

Establish and implement a first-aid programme to provide emergency treatment to victims of accidents, chemical substances or excessive exposure to toxic substances.

The programme shall include:

- proper first aid facilities administered by qualified personnel,
- first-aid boxes,
- first-aid room, where there are 500 or more workers on site,
- training and re-training of first-aiders,
- first-aid treatment procedures,
- standard procedures,
- special procedures, e.g. for poisoning,
- maintenance of first-aid facilities

All first-aid provisions shall comply with the OHS Act (Act 85 of 1993)

OHS3.4. Fire protection and prevention

- Appropriate measures must be taken to avoid the risk of fire.
- Sufficient and suitable storage must be provided for flammable liquids, solids and gases.
- Smoking must be prohibited and notices in this regard must be prominently displayed in all places containing readily combustible or flammable materials;
- Combustible materials must not accumulate on the construction site.
- Welding, flame cutting and other hot work may only be done after the appropriate precautions have been taken to reduce the risk of fire.
- Suitable and sufficient fire-extinguishing equipment must be placed at strategic locations and such equipment must be maintained in good working order
- A sufficient number of workers must be trained in the use of fire-extinguishing equipment.

OHS3.5. Site Emergency Procedures

The Principal Contractor / Sub-Contractor shall establish an Emergency Evacuation and Rescue plan.

The plan shall include the following detail:

- The role and responsibility of every individual in the work area on fire safety emergency evacuation and rescue;
- General work area precautions, fire prevention, detection, protection and warning alarm systems;
- Fire fighting and rescue equipment including types of fire extinguishers;
- Fire safety measures for Site accommodation;
- Escape and communication;
- Fire brigade access, facilities and coordination;
- Fire drills and training including the use of fire fighting equipment;
- Material storage including flammable liquids, gasses and waste;

The Principal Contractor / Sub-Contractor shall ensure that all procedures, precautionary measures and safety standards stipulated in the Plan are communicated, implemented and complied with by all workers including other interfacing contractors on Site.

The Principal Contractor / Sub-Contractor shall practise their emergency preparedness within six (6) weeks of the commencement of work and at least four (4) monthly intervals thereafter

The Principal Contractor / Sub-Contractor shall review and ensure the adequacy of the Plan as the work progress.

The Principal Contractor / Sub-Contractor shall conduct monthly checks on fire fighting equipment and test alarms and detection devices installed on Site and document findings in a register which shall be on site at all times for inspection.

The Principal Contractor / Sub-Contractor shall conduct weekly inspections of escape routes, fire brigade access, fire fighting facilities and working areas to ensure that the requirements stipulated in the Fire Safety, Emergency, Evacuation and Rescue Plan are complied with. All inspection records shall be documented in registers and kept in the Health and Safety file for inspection at any time.

OHS3.6. Housekeeping

Suitable housekeeping must continuously be implemented on the construction site, including:

- proper storage of materials and equipment
- removal of scrap, waste and debris at appropriate intervals;

Loose materials shall not be placed or allowed to accumulate on the site so as to obstruct access and egress from workplaces and passageways.

OHS3.7. Stacking & Storage

- Adequate storage areas are must be provided.
- Storage areas must be kept neat and under control.

OHS3.8. Illumination

Provide adequate artificial lighting when work is carried out after dark or inside buildings.

OHS3.9. Sanitation / Hygiene

Provision of site hygiene facilities:

- One sanitary facility for every 30 workers.
- Adequate washing facilities.
- One shower facility for every 15 workers;

Drying sheds, huts, rooms or other accommodation for sheltering during bad weather, storing clothes and taking meals. Facilities should include tables and chairs, suitable means for boiling water and a supply of wholesome drinking water.

The contractor shall provide reasonable and suitable living accommodation for the workers at construction sites which are remote from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

OHS3.10. Personal Protective Equipment

The Principal Contractor / Sub-Contractor shall provide and maintain suitable PPE (Personal Protective Equipment) for all employees employed on the Site.

The Principal Contractor / Sub-Contractor shall ensure that such PPE comply with the requirements of the OHS Act (Occupational Health and Safety Act, Act 85 of 1993).

The Principal Contractor / Sub-Contractor shall also ensure that all equipment is properly used by his / her employees during the course of their work.

The Principal Contractor / Sub-Contractor shall record all issues of all equipment to his / her employees in documented registers and such registers shall be kept in the Health and Safety File on site and made available for inspection at all times.

The Principal Contractor / Sub-Contractor shall provide the Client / Client's Agent with a colour code by which employees will be identified with regard to occupations, responsibilities, accountabilities, reporting relationships and access to different locations on site. (e.g. hard hats, overalls)

PPE shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards

All personal protective equipment shall be of safe design and construction for the work to be performed.

OHS3.11. Permit to work requirements

Institute a "hot work" permit system in respect of:

- metalwork flame cutting,
- site welding,

OHS3.12. Lock-out

Institute a "Lock-out" procedure in respect of controlling energy so as to prevent unexpected operation or activation of machinery or equipment. This procedure must include a written policy, specific procedures, rules and supervisory follow-up, covering the positive locking of switches and valves to ensure that alterations, maintenance, set-up and or other work can be performed safely.

OHS3.13. Monthly Health and Safety Audits

The Principal Contractor shall carry out monthly Health and Safety Audits on the measures contained within his / her Health and Safety Plan submitted to the Client / Client's Agent as well as Health and Safety Plans submitted by Sub-Contractors appointed by the Principal Contractor to demonstrate that the required level of health and safety are being achieved and maintained and compile a full report to the Client / Client's Agent on such audit.

The Client / Client's Agent will audit the Principal Contractor as well as his / her Sub-contractor's Health and Safety Plans from time to time and will advise the Principal Contractor of any matter with which he / she is not satisfied and the Principal Contractor shall take such steps as are necessary to satisfy the Client / Client's Agent.

The Client / Client's Agent will carry out such audits as he / she considers necessary but not less than monthly.

The Principal Contractor shall make available, specialist personnel as the Client / Client's Agent may consider necessary for the performance of such audits.

The Principal Contractor shall develop and maintain an Audit Schedule that details the audits planned to be undertaken by the Principal Contractor of the work under the contract, including sub-contractors, for the duration of the contract. The Audit Schedule shall form part of the Health and Safety Plan that needs to be submitted by the Principal Contractor.

Audit reports shall detail the scope of the audit, the audit questions and the audit findings.

The Client / Client's Agent shall be promptly provided with copies of all audit reports together with other documentation to show that all matters raised have been appropriately addressed.

Unless otherwise directed by the Client / Client's Agent the Principal Contractor / Sub-Contractor shall undertake its initial OHS Audit within 4 weeks of commencement of work. The Principal Contractor / Sub-Contractor shall undertake subsequent OHS Audits at a frequency not less than once every 3 months.

All Principal Contractor's OHS Audits shall include an assessment of Sub-Contractor compliance with the approved OHS Plan.

OHS3.14. Management Review

The Principal Contractor shall undertake an independent review of the Health and Safety Plan for the contract in accordance with the requirements of the OHS Act, relevant Regulations and in particular the Construction Regulations 2014.

A review shall be undertaken 3 months after commencement of the contract and every 6 months thereafter for the duration of the contract.

Following the completion of the review, the Principal Contractor shall submit a written report that details the suitability, adequacy and effectiveness of the OHS Plan and to certify that the Site procedures, practices and operations are in accordance with the contract.

OHS3.15. Provision of Information

- Provide Sub-Contractors appointed by him / her with the relevant sections of the Health and Safety specifications pertaining to the construction work which has to be performed.
- Where changes are brought to the design and construction, provide sufficient information and appropriate resources to the Sub-Contractor to execute the work safely.
- Discuss and negotiate with Sub-Contractors the contents of the Health and Safety Plan / Plans submitted by them and finally approve such plans for implementation.
- Ensure that copies of Health and Safety plans compiled by the Principal Contractor and his / her Sub-Contractors are available on request to an employee, DOL Inspector, contractor, Client / Client's Agent.
- The Principal Contractor / Sub-Contractor shall detail procedures that will ensure that personnel are suitably consulted and communicated with during the planning and application of work activities associated with the contract.
- The Principal Contractor / Sub-Contractor shall detail the procedures for the identification, assessment and control of hazards associated with the day-to-day work activities. These procedures shall include requirements for consultation with personnel involved in the work activity.
- The Principal Contractor / Sub-Contractor shall have procedures for ensuring that OHS information is communicated to and from its personnel. The Principal Contractor / Sub-Contractor shall hold OHS meetings with all personnel or their representatives at the site on a weekly basis.
- Minutes shall be recorded for all OHS meetings and posted on OHS notice boards within 48 hours of the meeting.
- The Principal Contractor / Sub-Contractor shall maintain at the Site an OHS Notice Board located in a prominent position and accessible to all personnel, for the distribution of OHS information.

- The Principal Contractor / Sub-Contractor shall as a minimum, establish and implement procedures for reporting relevant and timely information with regard to OHS Performance and incidents.
- The Principal Contractor / Sub-Contractor shall establish, implement and maintain a controlled copy of all Contract OHS documentation on Site.
- Where the Principal Contractor / Sub-Contractor's Health and Safety Plan references other documentation including the contract, the Principal Contractor / Sub-Contractor shall ensure that section and clause numbers are clearly denoted in its Health and Safety Plan. All documentation referenced in the Health and Safety Plan shall be available on Site for the duration of the contract.
- Ensure that Health and Safety Files kept by Sub-Contractors appointed by the Principal Contractor is kept on site and made available to an inspector, Client / Client's Agent.
- Hand over a consolidated health and safety file to the Client / Client's Agent upon completion of construction work, including all drawings, designs, materials used and other similar information concerning the completed structure.
- In addition to the Health and Safety File compile a comprehensive and updated list of all contractors on site accountable to the Principal Contractor as well as the agreements between the parties and the type of work done by them.

OHS3.16. Stop the execution of Construction Work

Stop any construction / construction related work conducted by any person on the construction site, which is not in accordance with the Principal Contractor's health and safety plan and or the health and safety plans of Sub-Contractors which poses a threat to the health and or safety of persons.

OHS3.17. Handing over of Project Health and Safety file

- Hand over a consolidated health and safety file to the Client / Client's Agent upon completion of construction work, including all drawings, designs, materials used and other similar information concerning the completed structure.
- In addition to the Health and Safety File compile and hand over a comprehensive and updated list of all contractors on site accountable to the Principal Contractor as well as the agreements between the parties and the type of work done by them.

OHS3.18. Records and Records Management

- The control of records shall be in accordance with the Principal Contractor's / Sub-Contractor's approved Health and Safety Plan for the contract.
- Records shall be registered, ordered and retained on Site in the Health and Safety File for the duration of the contract.

**OHS4 CHEMICAL HAZARDS**

The following construction materials and substances to be used in the works have been identified as potentially posing special health and/or safety hazards during the project:

OHS4.1. Substances

OHS4.2. Material

- Cement
- Lime
- Mud rock
- Shale
- Clay
- Synthetic fibre filter fabric
- Geo-textile (synthetic polymer)
- Crushed aggregate
- Weathered dolerite gravel
- Fine slurry
- Crusher dust
- Paving blocks

Adhesives / solvents which may make personnel ill by breathing in vapours, irritation if in contact with skin an eyes and can be highly flammable.

Cement - can cause ill health by:

- a) Skin contact, cement burns and dermatitis.
- b) Eye contact, irritation and inflammation.
- c) Inhalation of dust, irritation to nose and throat and causes difficulty with breathing.

Oil based paint can cause illness by breathing in vapours.

Silicone sealant with fungicide can cause skin irritation.

Timber preservative / flame retardant which can cause irritation to the skin, eyes, nose and throat and harmful if ingested.

Paving slabs which may contain silica can, when cut, create dust which may affect the lungs.

Chemical cleaners can cause ill health mainly by:

- a) Skin contact, acids and alkalis are highly corrosive and destructive to body tissue causing burns.
- b) Inhaling fumes or mist, concentrated solutions of acids and alkalis emit toxic and corrosive fumes.

All materials contained within aerosol containers which are pressurised. Contractors are required to take appropriate measures to manage the risks arising and to provide details of their proposed measures within their tenders and to incorporate adequate method statements within the Health and Safety Plan.

This is not a definitive list of all potential harmful products. Other materials and substances commonly used during construction may also present health or safety hazards, however, it is deemed that these should be familiar to the average competent Contractor as part of routine risk and OHS (Occupational Health, Safety and Hygiene) assessments and are therefore not included here.

Adopt all precautionary measures provided by manufacturers for storage, use and application of specified materials.

Data sheets for these, and any other materials that will be used for the works, are to be obtained by the contractor from the manufacturers.

**OHS5 SAFETY HAZARDS**

OHS5.1. Tools

OHS5.1.1. Hand tools

- Employers shall not issue or permit the use of unsafe hand tools.
- Wrenches, including adjustable, pipe, end, and socket wrenches shall not be used when jaws are sprung to the point that slippage occurs.
- Impact tools, such as drift pins, wedges, and chisels, shall be kept free of mushroomed heads.
- The wooden handles of tools shall be kept free of splinters or cracks and shall be kept tight in the tool.

OHS5.1.2. Portable electrical Tools

No person shall use a portable electric tool with an operating voltage which exceeds 50 to earth unless –

- it is connected to a source of electrical energy incorporating an earth leakage protection device which meets the requirements of section 36 of the OHS Act or,
- it is connected to a source of high frequency electrical energy derived from a generator which is used solely for supplying energy to such portable electric tool and which arrangement is approved by the chief inspector; or
- it is clearly marked that it is constructed with double or reinforced insulation.

Portable electric tools, together with its flexible cord and plug shall be maintained in a serviceable condition.

**OHS6 EXCAVATIONS**

- The contractor shall ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing.
- The contractor shall evaluate the stability of the ground before excavation work begins.
- The Contractor shall take suitable and sufficient steps in order to prevent any person from being buried or trapped by a fall or dislodgement of material in an excavation;
- The contractor shall not permit any person to work in an excavation which has not been adequately shored or braced.
- Shoring and bracing may not be necessary where-
  - the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or
  - such an excavation is in stable material:
  - Provided that-
    - permission being given in writing by the appointed competent person upon evaluation by him or her of the site conditions; and
    - where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a professional technologist competent in excavations shall be decisive and such a decision shall be noted in writing and signed by both the competent person and a professional engineer or technologist, as the case may be;
- Take steps to ensure that the shoring or bracing is designed and constructed in such a manner rendering it strong enough to support the sides of the excavation in question;
- Ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it is likely to cause its collapse and thereby endangering the safety of, any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
- Cause convenient and safe means of access to be provided to every excavation in which persons are required to work and such access shall not be further than 6m from the point where any worker within the excavation is working;
- Cause every excavation, including all bracing and shoring, to be inspected-

- i) daily, prior to each shift;
- ii) after every blasting operation;
- iii) after an unexpected fall of ground;
- iv) after substantial damage to supports; and
- v) after rain,

by a competent person in order to pronounce the safety of the excavation to ensure the safety of persons, and those results are to be recorded in a register kept on site and made available to an inspector, client, client's agent, contractor or employee upon request;

- Cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be-
  - adequately protected by a barrier or fence of at least one meter in height and as close to the excavation as is practicable; and
  - provided with warning illuminates or any other clearly visible boundary indicators at night or when visibility is poor
- Cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests.

#### **OHS7 FORMWORK & SUPPORT WORK**

The contractor shall ensure that-

- all formwork and support work operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose;
- all formwork and support work structures, are adequately designed, erected, supported, braced and maintained so that they will be capable of supporting all anticipated vertical and lateral loads that may be applied to them and also that no loads are imposed onto the structure that the structure is not designed to withstand.
- The designs of formwork and support work structures are done with close reference to the structural design drawings and where any uncertainty exists, the structural designer should be consulted.
- All drawing pertaining to the design of formwork or support work structures are kept on the site and are available on request by an inspector, contractor, client, client's agent or employee.
- All equipment used in the formwork or support work structure are carefully examined and checked for suitability by a competent person, before being used.
- All formwork and support work structures are inspected by a competent person immediately before, during and after the placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work structure has been removed and the results have been recorded in a register and made available on site.
- If, after erection, any formwork and support work structure is found to be damaged or weakened to such a degree that its integrity is affected, it shall be safely removed or reinforced immediately.
- Adequate precautionary measures are taken in order to-
  - Secure any deck panels against displacement, and
  - Prevent any person from slipping on support work or formwork due to the application of formwork or support work release agents.
- The health of any person is not affected through the use of solvents or oils or any other similar substances.
- Upon casting concrete, the support work or formwork structure should be left in place until the concrete has acquired sufficient strength to support safely, not only its own weight but also any imposed loads and not removed until authorisation has been given by a competent person.
- Provision is made for safe access by means of secure ladders or staircases for all work to be carried out above the foundation bearing level.
- All employees required to erect, ,move or dismantle formwork and support work structures are provided with adequate training and instruction to perform these operations safely
- The foundation conditions are suitable to withstand the weight caused by the formwork and support work structure and any imposed loads, such that the formwork and support work structure are stable.

#### **OHS8 CONSTRUCTION VEHICLES**

The contractor shall ensure that all construction vehicles and mobile plants-

- are of an acceptable design and construction;
- are maintained in a good working order;
- are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- are operated by workers who-
  - i) have received appropriate training and been certified competent and been authorised to operate such machinery; and
  - ii) are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;
- have safe and suitable means of access;
- are properly organised and controlled by providing adequate signaling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;
- where appropriate, are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- are equipped with an electrically operated acoustic signaling device and a reversing alarm;
- are on a daily basis inspected prior to use, by a competent person who has been appointed in writing and the findings of such inspection is recorded in a register.

The contractor shall furthermore ensure that-

- no person rides or be required or permitted to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- every construction site is organised in such a way that pedestrians and vehicles can move safely and without risks to health;
- the traffic routes are suitable for the persons using them, sufficient in number, in suitable positions and of sufficient size;
- every traffic route is, where necessary indicated by suitable signs.
- all construction vehicles and mobile plant left unattended at night, adjacent to a freeway in normal use or adjacent to construction areas where work is in progress, shall have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
- bulldozers, scrapers, loaders, and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set;
- whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- tools and material are secured in order to prevent movement when transported in the same compartment with employees;
- vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- when workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

**OHS9**

**ELECTRICAL INSTALLATIONS**

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

**OHS10**

**USE & STORAGE OF FLAMMABLE LIQUIDS**

- Where flammable liquids are being used, applied or stored it must be done in such a manner that would cause no fire or explosion hazard, and that the workplace is effectively ventilated:  
  
Provided that where the workplace cannot effectively be ventilated-
  - i) every employee involved is provided with a respirator, mask or breathing apparatus of a type approved by the chief inspector, and
  - ii) steps are taken to ensure that every such employee, while using or applying flammable liquid, uses the apparatus supplied to him or her;
- No person smokes in any place in which flammable liquid is used or stored, and the contractor shall affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;
- Flammable liquids on a construction site is stored in a well-ventilated reasonably fire resistant container, cage or room and kept locked with proper access control measures in place;
- An adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognized symbolic signs;
- Only the quantity of flammable liquid needed for work on one day is to be taken out of the store for use;
- All containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, to be removed from the construction site and safely disposed of;
- Where flammable liquids are decanted, the metal containers are bonded or earthed;
- No flammable material such as cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids.

**OHS11**

**DISPOSAL OF MATERIALS**

See – Environmental Management Plan – Tender Document

**OHS12**

**WELDING & CUTTING**

No contractor shall require or permit welding or flame cutting operations to be undertaken, unless –

- the person operating the equipment has been fully instructed in the safe operation and use of such equipment and in the hazards which may arise from its use;
- effective protection is provided and used for the eyes and respiratory system and, where necessary, for the face, hands, feet, legs, body and clothing of persons performing such operations, as well as against heat, incandescent or flying particles or dangerous radiation;
- leads and electrode holders are effectively insulated; and
- the workplace is effectively partitioned off and where not practicable all other persons exposed to the hazards are warned and provided with suitable protective equipment.

No contractor shall require or permit electric welding to be undertaken in wet or damp places, inside metal vessels or in contact with large masses of metal, unless –

- the insulation of the electrical leads is in a sound condition;
- the electrode holder is completely insulated to prevent accidental contact with current-carrying parts;
- the welder is completely insulated by means of boots, gloves or rubber mats; and
- at least one other person who has been properly instructed to assist the welder in case of an emergency is and remains in attendance during operations

No contractor shall require or permit welding, flame cutting, grinding, soldering or similar work to be undertaken in respect of any tube, tank, drum, vessel or similar object or container where such object or container –

- is completely closed, unless a rise in internal pressure cannot render it dangerous; or
- contains any substance which, under the action of heat, may –
  - i) ignite or explode; or
  - ii) react to form dangerous or poisonous substances,

Where hot work involving welding, cutting, brazing or soldering operations is carried out at places, other than workplaces which have been specifically designated and equipped for such work, the employer shall take steps to ensure that proper and adequate fire precautions are taken.

### **OHS13            BLASTING & USE OF EXPLOSIVES**

#### **OHS13.1.        Safety distances**

The contractor shall –

- apply the safety distances for the respective categories of explosives as stipulated in Annexure 1 of the Explosives regulations;
- where less than five kilograms of explosives is used, apply to the chief inspector of occupational health and safety for a determination of a safety distance which the employer shall enforce;

#### **OHS13.2.        Supervision of explosives**

In order to ensure that the provisions of the Act and it's regulations in relation to explosives workplaces are complied with, the contractor shall in writing appoint a competent and certificated person in a full-time capacity to be explosives manager in respect of every workplace where explosives are being used, tested, stored or manufactured:

The contractor shall appoint one or more persons, who are suitably qualified and experienced, as authorized supervisors to assist the explosives manager.

The contractor shall ensure that –

- the explosives manager
  - i) approves in writing the rules, methods, materials, equipment and tools to be used in the danger area;
  - ii) ensures that all persons under his or her control are informed of the hazards related to their tasks and are thoroughly trained in safe work procedures, in particular with respect to shock, friction risk of fire, or static electricity, and are familiar with the requirements of the Explosives regulations
  - iii) prescribes all protective clothing and equipment to be used in the danger area
  - iv) ensures that the processes and equipment specified in schedule licences are safe and appropriate for the manufacturing processes envisaged for the workplace.
- the supervising official
  - i) is at all times in a position to exercise control over the operations;
  - ii) reports without delay to the explosives manager any plant or equipment under his or her control that has or may have posed a risk;
  - iii) ensures that all rules implemented in the interest of health and safety are at all times complied with;
  - iv) stops all work involving explosives if he or she becomes aware of any risk posed to the health and safety of persons.

OHS13.3. Safe handling of explosives

The contractor shall ensure that –

- all explosives or ingredients thereof are at all times free of foreign material;
- all reasonable precautions are taken to prevent the spillage of explosives;
- cleaning procedures in the case of a spillage of explosives are prescribed in writing by the explosives manager: Provided that where no cleaning procedures have been prescribed any unusual spillage of explosives shall be reported immediately to the supervising official:
- all waste, paper, timber, rags, cotton and similar materials that have been in contact with explosives or an ingredient of an explosive are disposed of in a manner prescribed in writing by the explosives manager: Provided that at the end of the working day all waste and floor sweepings from danger areas shall be deposited in the designated places;
- the explosives or partly mixed explosives are conveyed as soon and as carefully as possible and taking such precautions and in such a manner as will effectively guard against any accidental ignition or explosion
- only containers provided for the conveyance of explosives are used for transporting explosives or partly mixed explosives and that such containers are at all times kept clean, free from grit and in a good state of repair:
- vehicles containing explosives are left unattended only in designated places

The contractor shall ensure that –

- all material, equipment, tools or similar articles used in a danger area are decontaminated after such use, and that no person makes use of any such article that has not been decontaminated after use in a contaminated area;
- the certification of the decontamination process is certified and approved by the explosives manager or a person authorized by the explosives manager.

Unless permission has been granted by the chief inspector of occupational health and safety, no contractor shall use –

- explosives in workplaces other than explosives workplaces approved by the chief inspector of occupational health and safety;
- any explosives for which no provision is made in Explosives regulations.

No contractor shall allow unauthorized access to such explosives or bury, dump, hide or abandon any explosives.

No contractor shall use any explosive material for blasting purposes unless –

- he or she is in possession of a written permission issued by or under the authority of the chief inspector of occupational health and safety;
- he or she is undergoing training while using such blasting material under the immediate and constant supervision of a person who is in possession of permission.

OHS13.4. Dangerous areas

The contractor shall ensure that entry and exit from danger areas is only permitted

- at the permanent authorized point of entry or exit: Provided that entry or exit at any other point may be authorized by the explosives manager or a person authorized by him if the authorized gatekeeper has been informed thereof;
- for persons and vehicles authorized thereto by the explosives manager or a person authorized by him:
- to visitors under escort by an authorized person who is aware of the hazards attached to the danger area.

The contractor shall keep a register of the entries and exits and that register shall be available on the premises for inspection by an inspector.

No person shall –

- enter the danger area with –

- i) tobacco;
- ii) matches, cigarette lighters or other devices capable of generating heat or spark sources;
- i) intoxicating liquor or narcotics;
- ii) food, medicine or drinkable fluids: Provided that authorization to enter with such articles may be granted by the explosives manager for purposes of consumption in licensed mess rooms and smoking areas: Provided further that special rules for the control of such consumption and smoking, approved by the chief inspector of occupational health and safety shall be made in writing and shall be enforced by the employer, self-employed person or user; or
- v) radio transmitters or cellular telephones.

The contractor shall ensure that hazard warning signs are clearly displayed at the entrance to any danger area.

#### **OHS14 VESSELS UNDER PRESSURE**

##### **OHS14.1. Manufacturer's data plate**

Every user of a boiler or pressure vessel shall cause a manufacturer's plate with the following minimum particulars to be securely fixed in a conspicuous place to the shell of every such a boiler or pressure vessel:

- a) Name of manufacturer;
- b) country or origin;
- c) year of manufacture;
- d) manufacturer's serial number;
- e) name, number and date of the standard of design;
- f) design gauge pressure in Pascals; (design pressure)
- g) maximum permissible operating pressure in Pascals;
- h) operating temperature;
- i.) capacity in cubic meters; and
- j) mark of an approved inspection authority.

No person shall remove such a manufacturer's plate or willfully damage or alter the particulars stamped thereon.

##### **OHS14.2. Portable Gas Containers**

No user shall use or require or permit a portable gas container to be used, and no user shall fill, place in service, handle, modify, repair, inspect or test any portable gas container, other than in compliance with standards incorporated into the Vessels under Pressure regulations.

##### **OHS14.3. Hand held Fire extinguishers**

No user shall use, require or permit the use of a hand held fire extinguisher unless designed, constructed, filled, recharged, reconditioned, modified, repaired, inspected or tested in accordance with a safety standard incorporated into the Vessels under Pressure regulations.

No person shall fill, recharge, recondition, modify, repair, inspect or test any hand held fire extinguisher unless a holder of a permit issued by the South African Bureau of Standards in terms of SANS 1475.

##### **OHS14.4. Gas Fuel use, equipment and systems**

No person shall handle, store or distribute a gas fuel in any manner, including the filling of a container, other than in accordance with a health and safety standards.

##### **OHS14.5. Inspection and test**

Any user of a boiler or pressure vessel shall cause, where reasonably practicable, such a boiler or pressure vessel, including the appurtenances and automatic controls and indicators, to be subjected to an internal and external inspection, and a hydraulic pressure test to 1.25 times the maximum permissible safe operating pressure as the case may be –

- by an approved inspection authority before commissioning after installation, re-erection or repairs;
- by a person appointed in writing by the user and who is competent to do such inspections and tests by virtue of their training, knowledge and experience in the operation, maintenance,

inspection and testing of a boiler or pressure vessel within 36 months from the date of the previous internal and external inspection and hydraulic pressure test: Provided that where a pressure vessel is not subjected to corrosion, the user may dispense with the internal inspection and hydraulic pressure test subject to the written approval of an approved inspection authority: Provided further that an inspector may require a specific boiler or pressure vessel to be inspected or tested more frequently or permit a specific boiler or pressure vessel to be inspected or tested less frequently:

OHS14.6. Recordkeeping

Any user of a vessel under pressure shall keep on his premises a record which shall be open for inspection by an inspector in which the results of inspections, tests, modifications and repairs shall be recorded, dated and signed by the competent person.

OHS14.7. Maintenance

No user shall use, cause or permit a vessel under pressure or gas fuel system, including all automatic controls, indicators and appurtenances, to be used unless it is at all times maintained in a safe working condition and the efficiency thereof is proved by regular testing.

No user shall use or cause or permit a vessel under pressure to be used unless it is kept clean and free from any:

- carbonized oil or other inflammable material which may ignite under working conditions;
- material which may cause corrosion; or
- material which is liable to chemical reaction which may cause an uncontrolled rise in pressure.

**OHS15 PHYSICAL HAZARDS**

OHS15.1. Ergonomics

- Ensure that assigned tasks do not exceed the limits of the performance capacities of the worker.
- Prevent injury or any detrimental effects to the health of the worker
- Provide that tasks and working conditions will not lead to impairments.

OHS15.2. Noise

No contractor shall require or permit an employee to work in an environment in which he is exposed to an equivalent noise level equal to 85 dB(A) or higher. The contractor shall reduce the equivalent noise level to below 85 dB(A) or, where this is not reasonably practicable, he shall reduce the level to as low as is reasonably practicable and take all reasonable steps to isolate the source of the noise acoustically. Where the equivalent noise level in any workplace cannot be reduced to below 85 dB(A) the contractor shall –

- prohibit any person from entering a noise zone unless such person wears hearing protectors.

The contractor shall provide, free of charge, hearing protectors to each employee who works in or, to any person who is required or permitted to enter a noise zone, and no contractor shall require or permit any person to work in or enter such noise zone, and no person shall work in or enter such noise zone, unless he wears such hearing protectors in the correct manner: Provided that where the equivalent noise level to which employees are exposed, is such that the attenuation of the hearing protectors does not reduce the said noise to below 85 dB(A) the employer concerned shall limit the time during which employees work in that noise zone in such a way that they are not exposed to an equivalent noise level equal to 85 dB(A) or higher.

The contractor shall properly instruct any person who is required to wear hearing protectors in the use of such protectors and inform him of noise zones where the wearing thereof is compulsory.

The contractor shall –

- ensure that every employee employed in a noise zone is subjected to audiometric examinations conducted in accordance with section 7 of SANS 083, by an audiometrist approved by the chief inspector;
- keep records of the results of each audiometric examination and make such records available for inspection by an inspector if he so requires; and

- keep such records for a minimum period of 30 years after termination of employment: Provided that if the employer ceases activities all such records shall be forwarded to the regional director.

OHS15.3. Vibration

Whole-body vibration occurs when the body is supported on a surface which is vibrating (e.g., when sitting on a seat which vibrates, standing on a vibrating floor or recumbent on a vibrating surface). Whole-body vibration occurs in all forms of transport and when working near some industrial machinery.

Hand-transmitted vibration is the vibration that enters the body through the hands. It is caused by various processes where vibrating tools or work pieces are grasped or pushed by the hands or fingers. Exposure to hand-transmitted vibration can lead to the development of several disorders.

**OHS16 SITE WIDE ELEMENTS**

OHS16.1. Site Access and Egress

- Access to the site will involve crossing the public footpath.
- Store materials and plant away from means of access for the general public and occupants.
- Remove rubbish and demolition materials regularly. Do not allow to accumulate on flat roofs.
- Maintain free access through designated means of escape at all times
- Agree with the Client / Client's Agent delivery points for materials before commencing works.

OHS16.2. Visitors to the site

- All visitors to report to the Principal Contractor's reception area for OHS Induction training.
- All visitors to sign the visitor's registration document.
- All visitors to be provided with a Visitors Permit to enable them to access the construction site.
- All un-inducted visitors must be accompanied on the construction site by an inducted person.
- No visitors shall be allowed to access the construction site without wearing the necessary PPE.

OHS16.3. Deliveries

Access will involve crossing the public footpath.

OHS16.4. Emergencies

Ensure that there are adequate escape routes and that they are kept clear at all times.

OHS16.5. Location of Temporary Site Accommodation

See Site Lay-out Plan.

OHS16.6. Location of Materials unloading and storage

Materials are to be unloaded and stored in locations which will not in any way affect access or egress to the site nor the works.

OHS16.7. Traffic and Pedestrian Routes

The road, public footpaths and access way are to be kept open at all times. All necessary signage and barriers are to be put in place to protect pedestrians at the site entrance and access and egress points.

OHS16.8. Environment

See Environmental Management Plan

OHS16.9. Safety

- Ensure that all employees are aware of the Health and Safety policy and put into place arrangements to ensure that all visitors and workers new to the site are aware of the site safety provisions.

- Locate underground electricity cables, mark and take precautions to avoid.
- Ensure that cartridge operated tools are operated by trained personnel and in accordance with the maker's instructions that the gun is cleaned regularly and kept in a secure place when not in use.
- Protect people who may be exposed to health risks arising from hazardous substances.

**OHS17 CONTINUING LIAISON**

The procedures for consideration and evaluation of the health and safety implications of Contractor designed elements of the works must follow the recognised principles of prevention and protection and take account of the issues highlighted in this OHS Specification.

The following information is to be submitted by the Contractor to the Client / Client's Agent in sufficient time to allow adequate consideration by the Client / Client's Agent and, where appropriate, the design team, and the provision of relevant information to those persons affected by the works, prior to the commencement of the relevant works:

- Suitable and sufficient information to demonstrate that health or safety issues have been adequately considered.
- Risk assessments.
- A list of health and/or safety hazards identified which cannot be designed out.
- A list of any materials or substances which are specified or inherent in the design which is potentially hazardous to health and/or safety.

**OHS17.1. Unforeseen Eventualities**

The following action is to be taken in the event of unforeseen eventualities arising during the construction stage of the project which require significant design changes, or affect the resources required to carry out the work without risk to health and/or safety, or have other health or safety implications.

The Client / Client's Agent and, where possible, the Principal Contractor are to be advised as soon as possible.

Full details of the relevant health and safety issues involved are to be reviewed with the Client / Client's Agent and Principal Contractor as soon as possible.

Full details of any revised designs, risk assessments and identified hazards and/or hazardous materials and substances are to be issued to the Client / Client's Agent and Principal Contractor in sufficient time to allow for the revision of the Health and Safety Plan and notification of all persons affected by the health and/or safety implications of the changes prior to the commencement of the affected works.

**OHS17.2. Site Liaison**

Liaise with all other contractors and implement any agreed changes to the Health and Safety Plan arising from such liaison. Set up regular training for all operatives including induction training for all staff upon arrival to site.

**OHS17.3. Health and Safety File**

Provide the Planning Supervisor with any relevant information which the contractor believes should be incorporated into the Health and Safety File.

**OHS17.4. Design Development**

Provide the Client / Client's Agent with all design information prepared by sub-Contractors.

Arrange liaison meetings with sub-contractors to discuss and review health and safety issues arising from the sub-contractors' designs.

**OHS18 GENERAL REQUIREMENTS OF HEALTH AND SAFETY PLAN & COVID – 19 PLAN**

**General**

It will be expected from the Contractor to include in his safety plan method statements on how to accomplish the requirements relating to the Construction Regulations, 2014, Regulation 6 for Hazardous Biological Agents read with COVID-19 OHS Directives and related incorporated standards and regulations.

Contractors should describe how their safety management systems will work and what control procedures they plan on using to ensure safety on the construction site

The following generic aspects should be covered in their safety plan

- What administrative procedures the Contractor envisages to use in the implementation and maintenance of the safety plan with reference to the construction site
- How continuous assessment of the safety plan will be assessed and implemented with respect to construction site
- What control systems the Contractor envisages to implement on site to support his safety program
- How the Contractor will ensure that he adheres to the construction regulations in respect of competent persons for appointments
- What external resources the Contractor envisages on using to ensure successful implementation and sustainability of the safety plan
- What training to employees the Contractor envisages and how he would go about to execute it
- The Contractor should indicate which competent persons he plans on employing

During the tendering phase it will be expected from the tenderer to briefly explain how the abovementioned will be accomplished.

Once a successful tenderer has been appointed, the Contractor shall supply a detailed Health and Safety Plan for review by the Employer, prior to site mobilization, to ensure compliance with the Construction Regulations, 2014. Mobilization shall be dependent upon the acceptance of the Contractor's Health and Safety Management Plan by the Employer. The Contractor's Health and Safety Plan should include, but not be limited to, those sections indicated in Section 3.2 of this specification.

**Outline of Health and Safety Plan**

The Contractor's Health and Safety Plan prepared in accordance with this specification shall consist of at least the following sections and sub-sections:

1. Aim and Scope of Plan,
2. Risk Assessment,
  - a. Alternative Forms of Risk Assessment,
  - b. Methodology of Risk Assessment,
  - c. Elements of Risk Assessment,
    - i. Scope of assessment,
    - ii. Risks Identified,
    - iii. Risk Analysis,
    - iv. Risk Evaluation,
    - v. Risk Treatment,
    - vi. Monitoring and reviewing,
3. Resources,
  - a. Health and Safety Staffing Organogram,
  - b. Supervisors, Inspectors and Issuers,
  - c. Employees,
  - d. Subcontractors inclusive of their scope of work and their core resources,
  - e. Training,
  - f. Plant,
  - g. Vehicles,
  - h. Equipment
4. Materials,
  - a. Temporary Materials
  - b. Permanent Materials
5. Categories of Work
6. Implementation of Health and Safety Plan,
  - a. Administrative systems,

- b. Training,
  - c. Reporting,
  - d. Monitoring,
  - e. Inspections,
7. Auditing,
    - a. Internal audits,
    - b. Follow-up audits,
  8. Financial Aspects,
  9. Emergency procedures and response

## OHS19 RISK ASSESSMENT

### General

This section of the specification provides guidelines for the Contractor in preparation of risk assessments in order to ensure compliance with Regulation 7 of the Construction Regulations, 2014. This section highlights the principles related to the preparation of suitable and sufficient risk assessments. Contractor Staff intending to prepare risk assessments should be trained and suitably experienced in the application envisaged.

A suitable and sufficient risk assessment is an assessment which:

- Accounts for risks that are likely to arise during the construction of the Works,
- Enables the development and implementation of systems to manage the risks,
- Remains valid for a reasonable period of time,
- Provides a basis for training of employees, and
- Improves working procedures and introduce long term controls.

The requirements of the Construction Regulations, 2014, will not be satisfied by a single risk assessment exercise that holds good for all time. The risk assessment process on the Works is an ongoing process.

The objectives of risk assessments are to:

- Identify the risks that are mostly in need of reduction,
- Identify the various options for achieving such reduction,
- Identify the risks that require careful ongoing management, and
- Identify the nature of the required ongoing attention.

### Forms of Risk Assessment

In order to ensure compliance with the Construction Regulations, 2014, the Contractor will be required to carry out the following three forms of risk assessment:

#### ***Baseline or datum risk assessments***

The Contractor will be required carry out a risk assessment before the commencement of construction activities on the Works. This “baseline” or “datum” risk assessment will form part of the Contractor’s Health and Safety Plan. The risks and hazards to which persons, plant, vehicles and facilities may be exposed during the construction of the Works should be identified and evaluated. Measures to reduce or control these risks or hazards should be defined during this assessment. The effectiveness of the measures defined and the baseline risk assessment prepared shall be monitored and reviewed from time to time to ensure that it remains relevant and accurate.

#### ***Issue based risk assessments***

The Contractor will be required to carry out separate risk assessments during construction of the Works when methods and procedures are varied, for example when:

- Designs are amended,
- New machines are introduced,
- Plant is periodically cleaned and maintained,
- Plant is started-up or shut-down,
- Systems of work change or operations alter,
- Incidents or near-misses occur, or
- Technological developments invalidate prior risk assessments.

#### ***Continuous risk assessments***

The Occupational Health and Safety Act specifically requires that employers shall provide and maintain working environments that are safe and without risk to health. The general awareness of hazards needs to be raised as work ethic to maintain a safe and risk-free environment on an ongoing basis. This is achieved by continuous risk assessments, the most important form of risk assessment that takes place as an integral part of day-to-day management. Examples of continuous risk assessments include:

- Regular audits,
- Maintaining general hazard awareness,
- Pre-work risk assessment

#### **Methodology for the Preparation of Risk Assessments**

The Contractor shall in the preparation of his risk assessments, follow the following general principles:

- Employ a team of suitably qualified individuals with appropriately varied and relevant experience in risk assessment,
- The appointed risk assessor shall lead the risk assessment,
- Provide the team with background data, scope of work, potential hazards and underlying causes, and
- Where necessary employ experts for complex risk assessments and aspects of risk assessments that require experiential judgment,
- Institute an ongoing system of identifying aspects of the work that require risk assessment, and
- Conduct risk assessments in workshops of the team or by individual members of the team under guidance of the leader as appropriate to the situation.

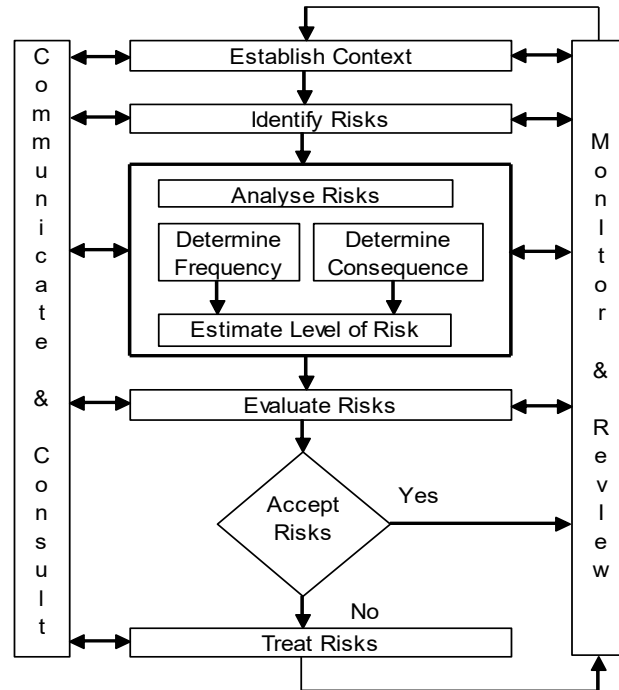
#### **Elements of a Risk Assessment**

##### ***General***

The process of carrying out a risk assessment consists of a number of well-defined steps. These steps improve decision-making by providing a greater understanding of the risks and their impacts. The main steps or elements of the risk assessment process are as follows:

- 1) Consider scope and nature of risks involved, determine purpose and physical and legal bounds of assessment and define risk evaluating criteria,
- 2) Systematically identify risks,
- 3) Analyze risks with regard to causes, likelihood of occurrence and possible consequences against the background of existing controls and its effectiveness,
- 4) Evaluate risks in terms of pre-established criteria to determine need and priority for attention,
- 5) Treat risks through a process of risk elimination, substitution, controlling risk at source, risk mitigation such as training and as far as risk remains, provide personal protective equipment (PPE),
- 6) Monitor and review progress and performance in terms of management system, and
- 7) Communicate and consult.

The following sections 4.4.2 to 4.4.7 deal with items (2) to (7) above. These items form the continuing process of the risk assessment as indicated in Figure 1, below.



**Figure 1: Risk Management Process**

The Contractor shall ensure that the risk assessment compiled as part of his Health and Safety Plan contains at least these items.

#### ***Risk Identification***

The Contractor should regard this step of the risk assessment as the most important. Subsequent analysis and evaluation of risks and the development of risk control measures are wasted if the risks or hazards on the Works are not carefully identified.

The Contractor should bear the following principles in mind when identifying the risks:

- i) Systematically address all risks or hazards on the Works,
- ii) Review all aspects of the work, but consider only those that have a potential to cause harm,
- iii) Rank the risks identified in order of importance and then use appropriately advanced techniques to deal with major risks,
- iv) Deal mainly with major risks and don't obscure these with unimportant information, especially minor risks,
- v) Address what actually happens in the workplace during the work activity
- vi) Consider all persons that may be affected,
- vii) Highlight those groups and individuals who may particularly be at risk, and
- viii) Review the adequacy and effectiveness of existing safety controls and measures

#### ***Risk Analysis***

In this step, the Contractor will be required to analyze the risks identified by determining each risks frequency and magnitude or severity of the consequence of the risk or hazard.

The frequency of occurrence of a hazard may be expressed as the number of times that it may occur in a year, decade, lifetime, century, or longer period, according to comparative human experience. The magnitude of the likely consequence of a hazard may be expressed in terms of the degree of incapacitation, number of people or costs involved. The frequency of occurrence of a hazard and the magnitude of its consequence may be compounded as the risk that it poses as shown in the "risk matrix" in Figure 2 below.

Frequency of Occurrence of Hazard	Severity of Consequences of Potential Hazard					
	1 Medically treatable injury	1 Compensable injury	10 Compensable injuries	1 Permanently disabling injury	1 Fatality	10 Fatalities
Frequent; 1 or more occurrences per year	Medium	High	Very high	Severe	Severe	Severe
Several times during a career; 0.1 occurrences per year	Medium-low	Medium	High	Very high	Severe	Severe
Unlikely, but possible during a career; 0.01 occurrences per year	Low	Medium-low	Medium	High	Very high	Severe
Very unlikely during a career; 0.001 occurrences per year	Low	Low	Medium-low	Medium	High	Very high
Barely credible; 0.0001 occurrences per year	Low	Low	Low	Medium-low	Medium	High

**Figure 2: Compounded Risk Matrix**

The columns in the table represent the likely consequence of the hazard and the rows, the frequency of occurrence. The scales for both quantities represent consistent progressions, able they qualitative. The risks evidently range from low to severe. Note that diagonals in the matrix represent the risks of the identified hazards, taking the effectiveness of controls into consideration.

The table represents a typical risk matrix that need not necessarily be adopted by the Contractor. The Contractor may use an alternative risk matrix provided that it is approved as part of his Health and Safety Plan.

**Risk Evaluation**

In this step the Contractor will be required to compare the assessed risk with similar risks previously experienced for the purpose of deciding how to treat the risk. A useful systematic approach for this purpose is as follows:

- If the assessed risk exceeds similar risks that have occurred in the past and that are considered to be unacceptable, the assessed risk would require treatment depending upon its magnitude as discussed in Section 4.4.5, or
- If the assessed risk exceeds similar historical risks that are acceptable, treatment of the assessed risk will depend on the extent by which it exceeds the historical risks, or
- If the assessed risk is less than historical risks that are unacceptable, treatment of the assessed risk will depend on the extent by which it is less than the historical risks, or
- If the assessed risk is less than historical risks that are acceptable, the assessed risk would also be acceptable and would not require any treatment.

**Risk Treatment**

In this step, the Contractor will select and implement appropriate measures for dealing with risk. Typically measures comprise the following:

- Elimination by changing designs, procedures, management methods, etc, applicable to high frequency–high consequence risks, or
- Reduction by changing designs, procedures, management methods, etc, applicable to high frequency–high consequence risks, or
- Minimization by changing designs, procedures, management methods, etc, applicable to high frequency–low consequence risks, or
- Transfer or share whole or part of the risk to another party by insurance, contractual arrangements or organizational structures, applicable to low frequency–high consequence risks, or
- Control to ensure that risks do not increase, applicable to low frequency–high consequence risks, or
- Retention together with provision of monitoring and personal protective equipment, applicable to low frequency–low consequence residual risks after reduction, or
- Acceptance without particular action other than provision of personal protective equipment, applicable to low frequency–low consequence risks.

The following principles enable the optimum treatment to be determined:

- Avoid risks altogether if possible by using different approaches, substances or methods of work,
- Combat risks at source rather than by adopting secondary measures,

- Adapt work to the individual rather than the individual to the work, that is, in the design consider the people and their attributes that will operate the system
- Take advantage of technological and technical progress,
- Risk prevention measures must be part of a coherent policy and approach to safety management that involves performance measurement, goal setting, feedback and analysis,
- Give preference to measures that protect the whole work force,
- Ensure that those for whom protection is provided understand what they need to do to make sure that the protection works, and
- Ensure that measures to control risks are an accepted part of an active health and safety culture supported by all levels of the organization; single risk reduction initiatives invariably fail.

### ***Reporting and Recording***

The Contractor shall ensure that the risk assessment process is recorded in the form of a report and included in his Health and Safety Plan. The report should be easily accessible to the Contractor's employees, their representatives, to inspectors, the Employer or his Safety Agent and the Engineer. The essential contents of the report should be as follows:

- Objectives and expected outcomes,
- Description of the Works under assessment,
- Summary of context of study
- Composition of risk assessment team, (including qualifications and relevant experience),
- Approach used to systematically identify risks,
- Identified risks (ranked in order of priority),
- Method adopted for assessing frequencies and consequences of risks,
- Consequences (ranked in order of magnitude),
- Identification of individuals and groups who may be affected by major hazards and risk and who may especially be at risk,
- Basis for defining safety standards to be achieved,
- Contractor's resources devoted to risk assessment,
- Actions proposed to reduce unacceptably high risks,
- Review effectiveness of existing safety measures to control risks, and
- Implementation programme of selected treatments (including controls to manage unacceptably high risks).

### ***Monitoring and Review***

It is necessary to monitor risks, the effectiveness of the risk treatment plan and the strategies and management system set up to control implementation. Control of the risk management program entails the setting of standards, monitoring actual performance, comparing the performance with the standards and correcting any deviations from the standard. Risks and the effectiveness of the control measures need to be monitored to ensure changing circumstances do not alter risk priorities. Few risks remain static.

Ongoing review is essential to ensure that the management plan remains relevant. Factors that affect the likelihood and consequences of an outcome may change, as may factors that affect the suitability or cost of the various treatment options. If an accident occurs, or if more is learnt about the hazards in the workplace, the risk assessment may need to be reviewed or modified. Hazards may be observed that have not been anticipated or previously identified and which may require appropriate measures to be taken. After an accident has occurred, it is important to determine whether it was predicted, whether preventive measures were identified, and if so, why they did not work, whether the risk assessment is still suitable and sufficient if it failed to predict the accident, whether the decision to accept a predicted risk as tolerable is still valid, why the accident occurred and what should be done to prevent similar accidents occurring again. It is therefore necessary to regularly repeat the risk management cycle, the time between reviews being dependent on the nature of the risks and the degree of change likely to take place in the work activity. Review is an integral part of the risk management treatment plan.

### ***Communication and Consultation***

The Contractor will be required to communicate and consult with internal and external stakeholders during each step of the risk assessment process. Stakeholders will include the Employer and his Safety Agent, the Engineer and the Contractor's employees and consultants.

Effective communication will ensure that those responsible for implementing the risk management process and those with a vested interest, understand the basis on which decisions are made and why particular actions are taken. It will also ensure that the perceptions of all those involved are noted and accommodated during the process.

**OHS20 BASELINE RISK ASSESSMENT**

**Purpose**

The purpose of this Baseline Risk Assessment (BRA) is to ensure that the Principal Contractor and Contractors are taking the highlighted risks and hazards in consideration when they develop their site specific health and safety plans for the project.

It is to further ensure that the client has advised and inform the Principal Contractor, Contractor and the Department of Employment and Labour of the prevailing risk and hazards associated with the project before commencement with the work on site.

To ensure that the Principal Contractor, Contractor identify, analyse, evaluate and establish control measures to eliminate, mitigate before issuing Personal Protective Equipment of clothing to the workers or any other person affected by activities on site.

**Scope**

This Baseline Risk Assessment (BRA) apply to the above-mentioned project and for the application of Construction work permit as well as for the Principal Contractor & Contractor appointed for the Project.

**Normative Reference**

Occupational Health and Safety Act (Section 8(2)(d)  
Construction Regulation 5(1)(a) &9  
Regulation 6 for Hazardous Biological Agents read with COVID-19 OHS Directives.

**Baseline Risk Assessment**

In terms of Construction Regulation 5(1)(a), a client is required to prepare a baseline risk assessment of the intended construction project. This Baseline Risk Assessment has been developed in order to ensure that risks and hazards are identified, analysed and evaluated in order to eliminate, mitigate and reduce the exposure to such risk.

Effort shall be made to identify more site-based risks and hazards and possible solutions as far as is reasonably practicable to prevent exposure to such risks and hazards, a task-based risk assessment shall have conducted on site.

In the table below are some of identified baseline risks to be taken into consideration when preparing the health and safety plan for the project:

ITEM	ACTIVITY ISSUE	HAZARD	RISK	RISK RATING (High/Med/Low)	NINIMUM CONTROL
1.	Access control	Public access to site	Injury & Damage to property	Medium	Protection of site (Barricade and fence); Controlled access point; Secure; Signage (Information, Warning & Prohibition signs); Traffic management; Notifications and planning & Identification of high risk areas & Location.
2.	Transportation	Transportation of worker & Material	Road accident; Overloading;	Medium	Training; Inspection of equipment; Competent person; Safe work and operating procedures; Personal Protective Equipment & Clothing
3.	Traffic Accommodation	Traffic movement	Accident	Medium	Protection of the road (Barricade, barriers, speed humps); Road traffic control; access point; Signage (Information, Warning & Prohibition signs);

ITEM	ACTIVITY ISSUE	HAZARD	RISK	RISK RATING (High/Med/Low)	MINIMUM CONTROL
					Traffic management; Notifications and planning & Identification of high risk areas & Location.
4.	Site Establishment	Plant, Equipment Machinery; workers and environment	Injury; damage to property & Environmental impact	Low	Supervision; Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent person; Safe work and operating procedures; Personal Protective Equipment & Clothing
5.	Underground Services & Overhead powerlines	Water/Sewage/gas pipes & Electrical cables	Injury; Electrocutation; damage to property & Environmental impact	Medium	Supervision; Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent & qualified person; Safe work and operating procedures; Lockout & Tag; Personal Protective Equipment & Clothing
6.	Redirecting Isolation and disconnecting Services	Electricity, Water/Sewage/gas pipes; Excavation	Electrocutation; damage to property & Environmental impact	Medium	Supervision; Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent & qualified person; Safe work and operating procedures; Lockout & Tag; Personal Protective Equipment & Clothing
7.	Storage of flammable material and liquids	Fuel storage; gas bottles; Smoking; spark	Fire; explosion; damage to property; Environmental impact	Medium	Management & Control of exposure; Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent person; Safety Symbolic signs (Information, Warning & Prohibition); Safe work and operating procedures; Personal Protective Equipment & Clothing
8.	Temporary Electrical Installation	Electricity	Electrocutation; Fire; explosion damage to property	Low	Supervision; Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent & qualified person; Safe work and operating procedures;

ITEM	ACTIVITY ISSUE	HAZARD	RISK	RISK RATING (High/Med/Low)	NINIMUM CONTROL
					Lockout & Tag; Personal Protective Equipment & Clothing
9.	Earthwork and stockpile	Underground Services; Plant, Equipment Machinery; Excavation; workers and environment	Injury; Electrocutation; damage to property; ground collapse & Environmental impact	Medium	Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent person; Safe work and operating procedures; Rescue plan Personal Protective Equipment & Clothing
10.	Mobile plant and construction equipment	Plant, Equipment Machinery; workers and environment	Injury; damage to property & Environmental impact	Medium	Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent person; Safe work and operating procedures; Personal Protective Equipment & Clothing
11.	Demolition work	Wall, concrete slab, Steel work	Injury; damage to property & Environmental impact	Medium	Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent person; Safe work and operating procedures; Rescue plan Personal Protective Equipment & Clothing
12.	Temporary works (Formwork and support work) including reinforcement and shutters.	Scaffolding; Shatters; Beams; Reinforcement; Concrete works	Injury; damage to property & Environmental impact	Low	Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent person; Safe work and operating procedures; Fall protection; Rescue plan Personal Protective Equipment & Clothing
13.	Bulk mixing plant (Batch plant)	Cement; sand; fly ash; concrete stone; pumps	Injury; damage to property & Environmental impact	Low	Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent person; Safe work and operating procedures; Dust suppression; Personal Protective Equipment & Clothing
14.	Working close to water	Reservoirs; Wastewater dams; Pits and water channels	Injury; damage to property & Environmental impact	Low	Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent person; Safe work and operating procedures; Rescue plan

ITEM	ACTIVITY ISSUE	HAZARD	RISK	RISK RATING (High/Med/Low)	MINIMUM CONTROL
					Personal Protective Equipment & Clothing
15.	Confined space	Manholes, channels; Silos	Injury; damage to property & Environmental impact	Low	Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent person; Safe work and operating procedures; Rescue plan; Personal Protective Equipment & Clothing
16.	Electrical Equipment and hand tools	Jack hammers; grinders; impact drillers; concrete cutter etc.	Injury; damage to property & Environmental impact	Medium	Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent person; Safe work and operating procedures; Fall protection; Rescue plan Personal Protective Equipment & Clothing
17.	Working at heights	Lifting Equipment; Crane; Scaffold; Ladder; Rope access work	Falling; Injury; damage to property & Environmental impact	Medium	Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent person; Safe work and operating procedures; Fall protection; Rescue plan Personal Protective Equipment & Clothing
18.	Pressure Equipment	Compressor air	Injury; damage to property & Environmental impact	Medium	Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent person; Safe work and operating procedures; Personal Protective Equipment & Clothing
19.	Enabling & Builders work	Concrete work; Brick work; Joinery; plumbing; Drainage	Injury; damage to property & Environmental impact	Medium	Prevent exposure; Substitution; Engineering controls; Training; Inspection of equipment; Competent person; Safe work and operating procedures; Fall protection; Personal Protective Equipment & Clothing
20.	Covid-19	Hazardous biological agents (Contaminated areas, surfaces & equipment, tools); (Contaminated Personal Protective	Injury; damage to property & Environmental impact	Medium	Prevent exposure; Decontaminating; Sanitisation; Screening & testing; Isolating and quarantining; Engineering controls; Training& information; Safety symbolic signs;

ITEM	ACTIVITY ISSUE	HAZARD	RISK	RISK RATING (High/Med/Low)	NINIMUM CONTROL
		Equipment & Clothing)			Provision of hand washing facilities & soap; Inspection of equipment; Competent person; Safe work and operating procedures; Personal Protective Equipment & Clothing

**OHS21 IMPLEMENTATION OF CONTRACTOR’S HEALTH AND SAFETY PLAN**

**General**

The Contractor shall describe in his Health and Safety Plan how he intends implementing his plan.

The Contractor shall indicate the methods he intends using to ensure accurate record keeping of all critical elements identified in his risk assessment and covered in his Health and Safety Plan.

The Contractor shall indicate how internal audits will be carried out, how shortcomings will be addressed, how he intends to review the safety plans, how he would train staff and how he would implement the findings and recommendations of internal audits or inputs of employees.

**Administrative Systems**

The Contractor shall comply with Section 9 of the General Administrative Regulations, 1996. The Contractor’s administrative system shall without limiting his obligations, cover the following:

- Up keep of a safety file on site,
- Maintenance of his Health and Safety plan,
- Procedures to follow for the appointment of competent persons,
- Application for permits,
- Procedures to follow for notifications,
- Injury on duty [IOD] administration,
- Recording of minutes of safety meetings,
- Recording of checklists,
- Safe keeping of checklists, and
- Internal audits.

The Contractor shall in particular ensure that at least one copy of the Occupational Health and Safety Act, 1993 and its Regulations is available on the for every 20 employees employed.

**Reporting Systems**

The Contractor shall comply with Section 9 of the General Administrative Regulations, 1996 and shall in particular (in accordance with section 12) furnish an inspector with information relating to health and safety on the construction site, when requested to do so.

The Contractor shall notify the Employer of any investigations, complaint or criminal charge which may arise as a consequence of the provision of the Occupational Health and Safety Act, 1993 and its Regulations, pursuant to work performed in terms of this Contract.

**Training**

The Contractor shall train all his employees in accordance with the requirements of section 13 of the Occupational Health and Safety Act, 1993. The Contractor shall ensure that every employee is informed of the following:

- The hazards of any work he has to perform or plant machinery or equipment he is permitted to use, and
- The precautionary measures which should be taken regarding the above.

The Contractor shall, without limiting his obligations, indicate in his Health and Safety Plan how he intends:

- Identifying the training needs of the personnel he intends employing, and
- Implementing the training identified

- What proof of induction training will be carried by his employees (e.g. laminated type identification card).

### **Safety Meetings**

The Contractor shall conduct at least one formal safety meeting per month with his employees to ensure safety awareness and shall maintain appropriate records of attendance and meeting content. Such records shall be made available to the Employers Safety Agent. Such meetings shall address at least the following:

- Accident / safety incidents
- Hazardous conditions
- Hazardous biological agents
- Hazardous materials / substances
- Job or work projections
- Work procedures
- Protective clothing / equipment
- Housekeeping
- General safety topics

### **Inspections and Monitoring**

The Contractor shall be required to inspect each workplace prior to works commencing to ensure that all protective equipment is in place and that by entering the workplace no person will be exposed to any hazard which could affect his health or safety. The Contractor shall without limiting his obligations, indicate the following in his Health and Safety Plan:

- The inspection and monitoring procedures he intends employing to determine the safety of workplaces, and
- Who will be responsible for the checking of each workplace at the commencement of each shift.

The Contractor shall include in his Health and safety Plan all the checklists he intends using during the inspection and monitoring of the implementation of his Health and Safety Plan.

The Contractor can expect inspections of the works by any of the following parties:

- The Employer or his Safety Agent,
- The Employer's Occupational Safety Officer, or
- The designated officer serving in the Department of Manpower and appointed by the Minister as Chief Inspector or his representative.

In addition to site inspections performed by the Employer or his safety agent they shall also do audits and assess the safety situation at the works and investigate incidents. Follow-up inspections will be performed to ensure compliance to recommendations done.

The Employer, his Safety Agent or his Occupational Safety Officer may stop the work at any time under the following conditions:

- If the Contractor is not compliant with his Health and Safety Plan
- Imminent threat to the health and safety of any person on site
- Continuous non-conformance to corrective action requests.

Inspections by the Chief Inspector or his representative will be by appointment and the purpose would be to investigate complaints received by the Inspector or to investigate serious incidents.

The Chief Inspector or his representative may issue prohibition notices to stop the activities at the works until the situation investigated has been resolved or he may issue an improvement notice whereby the Contractor will have a period to rectify any hazard identified by the inspector.

## **OHS22**

### **AUDITING**

#### **Internal Audits**

The audits contemplated in regulation 4.(1)(d) of the Construction Regulations, 2014 will be carried out by the Employer or his appointed Safety Agent.

The intervals for the audits shall be agreed between the Contractor and the Employer or his Safety Agent during the preparation of the Contractor's Health and Safety Plan, but shall be carried out at

least once every month or at such shorter interval that an inspector may require. The Employer or his Safety Agent shall provide at least 7 calendar days' notice prior to the conducting of an audit.

The findings of each audit will be made known to the Contractor and the Employer in a report prepared by the Employer or his Safety Agent and will be submitted to all parties within seven working days of the respective audit being completed. Any shortfalls identified will be documented in the audit report together with the Contractor's proposals to rectify the same. All audit reports will be filed in the Health and Safety File.

A date for a follow up audit will be negotiated with the Contractor to verify the implementation of all actions to rectify shortfalls as identified in the audit report.

The Contractor will ensure that the same arrangement detailed above be implemented with his Contractors to ensure his compliance with the Construction Regulations and contemplated in regulation 5. (3)(c).

The audits described above only constitutes part compliance by the Employer or the Safety Agent with regulation 4. (1)(c) of the Construction Regulations, 2014.

#### **Audits by Employer or Safety Agent**

The Employer or Safety Agent will be entitled to carry out additional audits or follow-up audits, as the case may be, at any time during the construction period provided that:

- i) The audit or follow-up audit are carried out during ordinary working hours, and
- ii) The Employer or Safety Agent gives the Contractor at least 24 hours' notice of his intention to carry out such audits.

The Contractor's employees indicated in Section 9.1 will be present during any audit carried out by the Employer or his Safety Agent.

### **OHS23 MEASUREMENT AND PAYMENT**

#### **Measurement and Payment**

The scheduled items for health and safety will be as specified in clause 31 of section 001 of the Standard Specifications.

The Contractor shall price all items scheduled in this section of the schedule of quantities to enable the Employer to comply with clause 4.1.(h) of the Construction Regulations, 2014. Failure by the Contractor to price these items will force the Employer to reject the Contractor's tender in terms of clause 4.(4) of the Construction Regulations, 2014.

### **OHS24 CONCLUSION**

The hazards listed above were identified as posing potential threats to the health and or safety of persons that will work on the contract. Although every effort was made to ensure that every possible hazard was identified OHSEC cannot guarantee this. Therefore it is imperative for the contractor to conduct a comprehensive risk identification and hazard assessment in order to make certain that all hazards are identified.

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**Annex C3.5.3 Construction Environmental Management Plan**

**PEM ENVIRONMENTAL MANAGEMENT PLAN**  
**PEM.1 PURPOSE**

The purpose of the EMP is to encourage good management practices through planning and commitment with respect to environmental issues, and to provide rational and practical environmental guidelines to minimise disturbance of the natural environment.

The EMP will address the environmental impacts during the design, construction and operational phases of a project. Due regard must be given to environmental protection during the entire project. In order to achieve this a number of environmental specifications/recommendations are made. These are aimed at ensuring that the Contractor maintains adequate control over the project in order to:

- Minimize the extent of impact during construction,
- Ensure appropriate restoration of areas affected by construction.
- Prevent long term environmental degradation.

The contractor must be made aware of the environmental obligations that are stipulated in this document, and declares himself/herself to be conversant of all relevant environmental legislation. The Contractor should also be aware that the Engineer will monitor the implementation of the procedures.

**PEM.2 RESPONSIBILITIES FOR ENVIRONMENTAL MANAGEMENT**

The contractor will be responsible for environmental control on site during construction and the maintenance period. The construction activities will be monitored by an independent environmental specialist and audited against the EMP.

**PEM.3 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 sub-contractors, casual labour, etc.).

**PEM.4 COMPLAINTS REGISTER AND ENVIRONMENTAL INCIDENT BOOK**

Any complaints received by the project team from the community will be recorded. The complaint will be brought to the attention of the site manager.

All complaints received will be investigated and a response given to the complainant within 28 days.

All environmental incidents occurring on the site will also be recorded.

**PEM.5 MITIGATION MEASURES**

In setting mitigation measures, the practical implications of executing these measures must be borne in mind. With early planning, both the cost and the impacts can be minimized. The management of impacts associated with various categories of concern is discussed as separate topics, indicated below.

**PEM.5.1 ESTABLISHMENT OF SITE OFFICES**

**SITE PLAN**

- a) The Contractor shall provide the Engineer on site with a plan detailing the layout of site offices facilities, such as chemical toilets, areas for stockpiling of material, storage of hazardous materials and provision of containers.
- b) The site offices should not be sited in close proximity to steep areas as this will increase soil erosion.
- c) Preferred locations would be flat areas along the route.
- d) If the route traverses water courses, streams and rivers, it is recommended that the site, and in particular the ablution facilities, aggregate stockpiles and hazardous material stockpiles are located as far away as possible from any water course as possible.

**VEGETATION**

- a) The vegetation surrounding the site offices is to be left as intact as possible and vegetation planted at the site should be indigenous.

- b) Only trees directly affected by the works and such others as may be indicated by the Engineer in writing, may be sawn off/removed.
- c) The project specification for the rehabilitation of the grass cover shall be strictly adhered to.
- d) Any proclaimed weed or alien invader plant shall be cleared by hand before seeding

#### REHABILITATION

- a) The site offices will require rehabilitation at the end of the contract.
- b) All construction material, including concrete slabs and braai areas are to be removed from the site on completion of the contract

#### PEM.5.2 SEWAGE TREATMENT

- a) Adequate toilet facilities are to be provided.
- b) Use of the veld for this purpose shall not, under any circumstances, be allowed.
- c) The Contractor shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the Engineer.
- d) Latrines shall be positioned within walking distance from wherever employees are employed on the works.
- e) Save and effective sewage treatment will require one of the following sewage handling methods: septic tanks and soak always, dry composting toilets such as “enviro loos”, or the use of chemical toilets which are supplied and maintained by a subcontractor.
- f) The type of sewage treatment will depend on the geology of the area selected, the duration of the contract and proximity (availability) of providers of chemical toilets is to be done in consultation with the Site Engineer.

#### PEM.5.3 WASTE MANAGEMENT

Waste management and waste minimization must be implemented at the outset of the contract

##### LITTER

- a) No littering by construction workers are allowed.
- b) During the construction period, the facilities shall be maintained in a neat and tidy condition and the site is to be kept free of litter.

##### REMOVAL OF SOLID WASTE

- a) Solid waste is to be stored in an appointed area for collection and disposal.
- b) A refuse control system must be established for the collection and removal of refuse to the satisfaction of the Engineer.
- c) Disposal of solid waste will be in a Department of Water Affairs and Forestry (DWAF) licensed landfill site

##### HAZARDOUS WASTE

- a) Hazardous waste such as bitumen, tar, oils, etc. shall be disposed of in a Department of Water Affairs and Forestry approved landfill site.
- b) Special care must be taken when using tar products such as tar prime or pre-coating fluid to avoid water-soluble phenols from entering the ground or contaminating water.

#### PEM.5.4 SOIL MANAGEMENT

##### TOP SOIL

- (a) Topsoil should be temporarily stockpiled, separately from (clay) subsoil and rocky material, when areas are cleared. If mixed with clay sub-soil the usefulness of the topsoil for rehabilitation of the site will be lost.
- (b) Stockpiled topsoil should not be compacted and should be replaced as the final soil layer. No vehicles are allowed access onto the stockpiles after they have been placed.
- (c) Stockpiled soil should be protected by erosion-control berms if exposed for a period of greater than 14 days during the wet season. The need for such measures will be indicated in the site-specific report.
- (d) Topsoil stripped from different sites must be stockpiled separately and clearly identified as such. Topsoil obtained from sites with different soil types must not be mixed.
- (e) Topsoil stockpiles must not be contaminated with oil, diesel, petrol, waste or any other foreign matter, which may inhibit the later growth of vegetation and microorganisms in the soil.
- (f) Soil must not be stockpiled on drainage lines or near watercourses without prior consent from the Project

Manager.

- (g) Soil should be exposed for the minimum time possible once cleared of invasive vegetation, that is the timing of clearing and grubbing should be co-ordinated as much as possible to avoid prolonged exposure of soils to wind and water erosion. Stockpiled topsoil must be either vegetated with indigenous grasses or covered with a suitable fabric to prevent erosion and invasion by weeds.
- (h) Limited vehicular access is allowed across rocky outcrops and ridges.
- (i) All cut and fill surfaces need to be stabilized with appropriate material or measures when major civil works are complete.
- (j) Erosion and donga crossings must be dealt with as river crossings. Appropriate soil erosion and control procedures must be applied to all embankments that are disturbed and de-stabilized.
- (k) All equipment must be inspected regularly for oil or fuel leaks before it is operated. Leakages must be repaired on mobile equipment or containment trays placed underneath immobile equipment until such leakage has been repaired.
- (l) Soil contaminated with oil must be appropriately treated and disposed of at a permitted landfill site or the soil can be regenerated using bio-remediation methods.
- (m) Runoff must be reduced by channelling water into existing surface drainage system.

#### **BORROW MATERIAL**

- (a) The Contractor's attention is drawn to the requirements set forth by the Department of Mineral and Energy Affairs in terms of the submission of EMPR's for establishment, operation and rehabilitation of borrow pits and quarries.
- (b) The cost of complying with the requirements shall be deemed to be included in existing rates in the schedule of quantities

#### **PEM.5.5 WATER**

- (a) Adequate sedimentation control measures must be instituted at any river crossings when excavations or disturbance of a riverbanks or riverbeds takes place.
- (b) Adequate sedimentation control measures must be implemented where excavations or disturbance of drainage lines of a wetland may take place.
- (c) All fuel, chemical, oil, etc spills must be confined to areas where the drainage of water can be controlled. Use appropriate structures and methods to confine spillages such as the construction of berms and pans, or through the application of surface treatments that neutralise the toxic effects prior to the entry into a watercourse.
- (d) Oil absorbent fibres must be used to contain oil spilt in water.
- (e) During construction through a wetland, the majority of the flow of the wetland should be allowed to pass down stream.
- (f) Vehicular traffic across wetland areas must be avoided.
- (g) No dumping of foreign material in streams, rivers and/or wetland areas is allowed.
- (h) The wetland area and/or river must not be drained, filled or altered in any way including alteration of a bed and/or, banks, without prior consent from the DWAF. The necessary licenses must be obtained in terms of Section 21 and 22 of the National Water Act, 36 of 1998 from DWAF.
- (i) No fires or open flames are allowed in the vicinity of the wetland, especially during the dry season.
- (j) No swimming, washing (including vehicles and equipment), fishing or related activity is permitted in a wetland or river without written permission from the Project Manager.
- (k) Disturbances to nesting, breeding and roaming sites of animals in or adjacent to wetland areas must be minimized.

#### **PEM.5.6 AIR**

- (a) Speed limits must be implemented in all areas, including public roads and private property to limit the levels of dust pollution.

- (b) Dust must be suppressed on access roads and construction sites during dry periods by the regular application of water or a biodegradable soil stabilisation agent. Water used for this purpose must be used in quantities that must not result in the generation of run-off.
- (c) The site-specific investigation will quantify the impact of dust on nearby wetlands, rivers and dams in terms of sedimentation. Mitigation measures identified during the site specific study must be implemented.
- (d) The Contractor must notify the Principal of all schools within 50m of the site of proposed activities. The Principal must in turn ensure that children with allergies and respiratory ailments take the necessary precautionary measures during the construction period. The Contractor must ensure that construction activities do not disturb school activities e.g. dust clouds may reduce visibility affecting sports activities.
- (e) Waste must be disposed of, as soon as possible at a municipal transfer station, skip or on a permitted landfill site. Waste must not be allowed to stand on site to decay, resulting in malodours.
- (f) Noise control measures must be implemented. All noise levels must be controlled at the source. All employees must be given the necessary ear protection gear. IAP's must be informed of the excessive noise factors.
- (g) The Contractor must inform all adjacent landowners of any after-hour construction activities and any other activity that could cause a nuisance e.g. the application of chemicals to the work surface. Normal working hours must be clearly indicated to adjacent land owners.
- (h) No loud music is allowed on site and in construction camps.
- (i) No fires are allowed if smoke from such fires will cause a nuisance to IAP's.

**PEM.5.7 SOCIAL AND CULTURAL**

- (a) Access by non-construction people onto any construction sites must be restricted. The Contractors activities and movement of staff must be restricted to designated construction areas only.
- (b) The Contractors crew must be easily identifiable due to clothing, identification cards or other methods.
- (c) Rapid migration of job seekers could lead to squatting and social conflict with resident communities and increase in social pathologies if not properly addressed. The Contractor must ensure that signs indicating the availability of jobs are installed.
- (d) Criteria for selection and appointment (by the Contractor) of construction labour must be established to allow for preferential employment of local communities. The Local Authority must be actively involved in the process of appointing temporary labourers. The Municipality's Labour Register will be the ONLY means of labour sourcing.
- (e) Sub-Contractors and their employees must comply with all the requirements of this document and supporting documents e.g. the Contract document that applies to the Contractor. Absence of specific reference to the sub-contractor in any specification does not imply that the sub-contractor is not bound by this document.
- (f) No member of the construction workforce is allowed to wander around private property, except within the immediate surroundings of the site.
- (g) The Contractor must provide suitable sanitation facilities for site staff. Sanitation provided during the construction phase should be managed so that it does not cause environmental health problems. The use of the surrounding fields or grounds for toilet purposes is not permitted under any circumstance.
- (h) The Contractor must arrange for all his employees and those of his sub-contractors to be informed of the findings of the environmental report before the commencement of construction to ensure:
  - A basic understanding of the key environmental features of the work site and environments, and
  - Familiarity with the requirements of this document and the site specific report.
- (i) Supervisory staff of the Contractor or his sub-contractors must not direct any person to undertake any activities which would place such person in contravention of the specifications of this document endanger his/her life or cause him/her to damage the environment.
- (j) The demand for construction materials and supplies will have an effect on the local economy. This impact can be optimised by sourcing and purchasing materials locally and regionally wherever possible, insofar as the material complies with the design specification.

- (k) The Contractor must maintain a detailed complaints register. This must be forwarded, together with solutions, to the authorities when requested.

**PEM.5.8 AESTHETICS**

- (a) Scenic Quality

Damage to the natural environment must be minimized.

Trees and tall woody shrubs must be protected from damage to provide a natural visual shield. Excavated material must not be placed on such plants and movement across them must not be allowed, as far as practical.

The clearing of all sites must be kept to a minimum and surrounding vegetation must, as far as possible, be left intact as a natural shield.

No painting or marking of natural features must be allowed.

- (b) All above ground structures could be treated or painted to blend in with the natural environment.
- (c) Cut and fill areas, river and stream crossings and other soil stabilisation works must be constructed to blend in with the natural environment.
- (d) Natural outcrops, rocky ridges and other natural linear features, must not be bisected. Vegetation on such features must, as far as possible, not be cut unless absolutely necessary for construction.
- (e) Excavated material must be flattened (not compacted) or removed from site. No heaps of spoil material must be left on site once the Contractor has moved off site either temporarily or permanently.
- (f) Any complaints from interest groups regarding the appearance of the construction site must be recorded and addressed promptly by the Contractor.

**PEM.5.9 ARCHAEOLOGY AND CULTURAL SITES**

- (a) All finds of human remains must be reported to the nearest police station. If a grave on site is uncovered, work in the immediate vicinity must be stopped and an undertaker as well as the National Monuments Council should be contacted. The undertaker will place advertisements in the newspapers concerning the grave. He will also provide for the relocation of bones, should it be necessary. Read with General Conditions of Contract
- (b) Human remains from the graves of victims of conflict, or any burial ground or part thereof which contains such graves and any other graves that are deemed to be of cultural significance may not be destroyed, damaged, altered, exhumed or removed from their original positions without a permit from the South African Heritage and Resource Agency (SAHRA).
- (c) Work in areas where artefacts are found must cease immediately. The Contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the Engineer of such discovery. The National Monuments Council must be contacted who will appoint an archaeological consultant. Work may only resume once clearance is given in writing by the archaeologist. Read with General Conditions of Contract
- (d) Under no circumstances must the Contractor, his/her employees, his/her sub-contractors or his/her sub-contractors' employees remove, destroy or interfere with archaeological artefacts. Any person who causes intentional damage to archaeological or historical sites and/or artefacts could be penalised or legally prosecuted in terms of the National Heritage Resources Act, 25 of 1999.
- (e) A fence at least 2 m outside the extremities of the site must be erected to protect archaeological sites.
- (f) All known and identified archaeological and historical sites must be left untouched.
- (g) Work in the area can only be resumed once the site has been completely investigated. The Project Manager will inform the Contractor when work can resume.

**PEM.5.10 FLORA**

- (a) All suitable and rare flora and seeds must be rescued and removed from the site. They must be suitably stored, for future use in rehabilitation.
- (b) The felling and/or cutting of trees and clearing of bush must be minimised.

- (c) Bush must only be cleared to provide essential access for construction purposes.
- (d) The spread of alien vegetation must be minimized.
- (e) Any incident of unauthorised removal of plant material, as well as accidental damage to priority plants, must be documented by the Contractor.
- (f) Woody vegetative matter stripped during construction must either be spread randomly throughout the surrounding fields so as to provide biomass for other microorganisms and habitats for small mammals and birds, or it may be stockpiled for later redistribution over the reinstated top soiled surface. No vegetative matter must be burnt or removed for firewood other than those removed during the grubbing and clearing phase. Such vegetation can be made available to the local inhabitants to be used as firewood.
- (g) No tree outside the footprint of the Works area must be damaged.

**PEM.5.11 FAUNA**

- (a) No species of animal may be poached, snared, hunted, captured or wilfully damaged or destroyed.
- (b) Snakes and other reptiles that may be encountered on the construction site must not be killed unless the animal endangers the life of an employee.
- (c) Anthills and/or termite nests that occur must not be disturbed unless it is unavoidable for construction purposes.
- (d) Disturbances to nesting sites of birds must be minimized.
- (e) The Contractor must ensure that the work site is kept clean and free from rubbish, which could attract pests.

**PEM.5.12 INFRASTRUCTURE**

- (a) The relevant authorities must be notified of any interruptions of services, especially the District Municipality, Local Municipality, National Road Agency, Spoornet, TELKOM and ESKOM. In addition, care must be taken to avoid damaging major and minor pipelines and other services.
- (b) The integrity of property fences must be maintained.
- (c) No telephone lines must be dropped during the construction operations, except where prior agreement by relevant parties is obtained. All crossings must be protected, raised or relocated as necessary.
- (d) All complaints and/or problems related to impacts on man-made facilities and activities must be promptly addressed by the Contractor and documented.

(e) Storage Facilities

- Proper storage facilities should be provided for the storage of oils, grease, fuels, chemicals and hazardous materials.
- The Contractor must ensure that accidental spillage does not pollute soil and water resources.
- Fuel stock reconciliation must be done on all underground tanks to ensure no loss of oil, which could pollute groundwater resources.
- Cement must be stored and mixed on an impermeable substratum.

(f) Traffic Control

All reasonable precautions must be taken during construction to avoid severely interrupting the traffic flow on existing roads, especially during peak periods.

Before any work can start the Local Traffic Department must be consulted about measures to be taken regarding pedestrian and vehicular traffic control.

**PEM.5.13 FUEL, DIESEL AND OTHER HAZARDOUS MATERIALS**

**HAZARDOUS MATERIALS**

- (a) All hazardous materials i.e. bitumen binders shall be stored in an appointed area that is fenced and has restricted entry.
- (b) Storage of bituminous products shall only take place using suitable containers to the approval of the Engineer.
- (c) Under no circumstances shall the spoiling of bituminous products on the site, over embankments, in borrow pits or any burying, be allowed.
- (d) Unused or rejected bituminous products shall be taken to the supplier's production plant. No spillage of bituminous products shall be allowed on site.
- (e) Affected areas shall be promptly reinstated to the satisfaction of the Engineer.

#### **FUEL**

- (a) Should any fuel storage tank be required on site, the Contractor shall ensure that he has complied with the necessary legal requirements for the erection of such tanks.
- (b) Leakage must be avoided.
- (c) The fuel and diesel must be stored in a bunded area with adequate containment (at least 1,5 times the volume of the fuel) for potential spills and leaks.

#### **OIL, GREASE**

- (a) Oil, grease and cleaning materials from the maintenance of vehicles and machinery shall be collected in a sump and sent back to the supplier or, otherwise disposed of at a registered site.

#### **COOKING OIL**

- (a) The Contractor should ensure that sufficient fuel is available for heating and cooking purposes should this be necessary.

#### **SPILLAGES**

- (a) Streams, rivers and dams must 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.
- (b) In the event of a spillage, prompt action must be taken by competent instances to clear the affected area.

#### **GENERAL CONSIDERATIONS**

- (a) Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a designated register and the response noted with the date and action taken.
- (b) This record must be submitted with the monthly reports.
- (c) Any avoidable non-compliance with the above-mentioned measures may be considered sufficient ground for withholding payment of part or all amounts to be paid for the said item.

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Annex C3.5.4 Generic Labour-Intensive Specification

**C3.5.6 GENERIC LABOUR-INTENSIVE SPECIFICATION**

The Generic Labour-intensive specification below is the same as SANS 1921-5, Construction and management requirement for works contracts - Part 5: Earthworks activities which are to be performed by hand and should be included in the Scope of Works without amendment or modification as set out below.

**1. Scope**

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a) Trenches having a depth of less than 1.5 metres
- b) stormwater drainage
- c) low-volume roads and sidewalks

**2. Precedence**

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

**2.1 Hand excavateable material**

Hand excavateable material is material:

**a) granular materials:**

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

**b) cohesive materials:**

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

**Note:**

- 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.
- 2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

TABLE 1 : CONSISTENCY OF MATERIALS WHEN PROFILED			
GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp en of a geological pick can be pushed in 30-40mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

## 2.2 Trench excavation

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

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

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

- a) to 90% Proctor density;
- b) such that in excess of 5 blows of a dynamic 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.

## 2.4 Excavation

All hand excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand. The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

## 2.5 Clearing and grubbing

Grass and small bushes shall be cleared by hand.

**2.6 Shaping**

All shaping shall be undertaken by hand.

**2.7 Loading**

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

**2.8 Haul**

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

**2.9 Offloading**

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

**2.10 Spreading**

All material shall be spread by hand.

**2.11 Compaction**

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

**2.12 Grassing**

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

**2.13 Stone pitching and rubble concrete masonry**

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must to be collected, loaded, off loaded and placed by hand.  
Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m. Grout shall be mixed and placed by hand.

**2.14 Manufactured Elements**

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper hand hold on them.

**TABLE 2: SKILLS PROGRAMME FOR SUPERVISORY AND MANAGEMENT STAFF**

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader/ Supervisor	2	Apply Labour-Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, <b>and</b>  } unit any one of these 3 standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures.	
Foreman/ Supervisor	4	Implement Labour-Intensive Construction Systems and Techniques.	This unit standard must be completed, <b>and</b>  } unit any one of these 3 standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent/ Manager (i.e the contractor's most senior representative that is resident on the site)	5	Manage Labour –Intensive Construction Processes	Skills Programme against this single unit standard

**Annex C3.5.5 Typical Standard Drawings**

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## Part C4: Site Information

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MIDVAAL LOCAL MUNICIPALITY  
CONTRACT NO: 8/2/2/454 (2026-2029)

## **C4.1. Geotechnical Investigation**

## C4.2. Construction Quality Assurance Plan

**DOCUMENT CONTROL SHEET**  
(FORM IP180/B)

PROJECT NAME : CONSTRUCTION OF A NEW WASTE CELL AT WALKERVILLE LANDFILL SITE – PHASE 1  
 PROJECT No. : 8/2/2/454 (2026-2029)

TITLE OF DOCUMENT : CONSTRUCTION OF A NEW WASTE CELL AT WALKERVILLE LANDFILL SITE – PHASE 1

ELECTRONIC LOCATION:

	Approved By	Reviewed By	Prepared By
<b>ORIGINAL</b>	NAME	NAME	NAME
DATE	SIGNATURE	SIGNATURE	SIGNATURE

	Approved By	Reviewed By	Prepared By
<b>REVISION</b>	NAME	NAME	NAME
DATE	SIGNATURE	SIGNATURE	SIGNATURE

	Approved By	Reviewed By	Prepared By
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