

CONTRACT NO.: 8/2/2/389ADD (2023-2026)



TENDER DOCUMENT

FOR THE APPOINTMENT OF AN ADDITIONAL CONTACTOR FOR:

**WATER PIPE REPLACEMENT FOR MIDVAAL
LOCAL MUNICIPALITY (ON AN AS AND WHEN
REQUIRED BASIS FROM DATE OF APPOINTMENT
UNTIL 30 JUNE 2026)**

TENDERER
NAME :

CSD SUPPLIER
NUMBER :

ADDRESS :
.....
.....

Postal Code :

TELEPHONE :

FAX :

EMAIL :

CONTRACT NO: 8/2/2/389ADD (2023-2026)

GENERAL TENDER INFORMATION	
TENDER ADVERTISED	: 20 March 2024
ESTIMATED CIDB CONTRACTOR GRADING	: 6CE5CEPE
CLARIFICATION EMAILS CUT OFF DATE	: 11 April 2024, 10H00
CLOSING DATE	: 24 April 2024
CLOSING TIME	: 12H00
CLOSING VENUE	: Ground Floor Tender Box A, Midvaal Municipal Offices, No 25 Mitchell Street, Meyerton, 1961

TENDER NO: 8/2/2/389ADD (2023-2026)

WATER PIPE REPLACEMENT (FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2026)

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WATER PIPE REPLACEMENT (FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2026)

T1.1 TENDER NOTICE AND INVITATION TO TENDER
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MBD 1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF MIDVAAL LOCAL MUNICIPALITY					
BID NUMBER:	8/2/2/389ADD (6CE5CEPE OR HIGHER) (2023-2026)	CLOSING DATE:		CLOSING TIME:	
DESCRIPTION	FOR THE APPOINTMENT OF AN ADDITIONAL CONTACTOR FOR WATER PIPE REPLACEMENT (AS AND WHEN REQUIRED FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2026)				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
25 MITCHELL STREET					
MEYERTON					
1961					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> YES <input type="checkbox"/> NO		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> YES <input type="checkbox"/> NO	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> YES <input type="checkbox"/> NO [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> YES <input type="checkbox"/> NO [IF YES ENCLOSE PROOF B:3]	
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R		
SIGNATURE OF BIDDER	.....	DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SUPPLY CHAIN MANAGEMENT	CONTACT PERSON	ENGINEERING: TECHNICAL SUPPORT		
CONTACT PERSON	SCM Representative	TELEPHONE NUMBER	016 360 5812		
TELEPHONE NUMBER	016 360 7481	FACSIMILE NUMBER	N/A		
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	tenders@midvaal.gov.za		
E-MAIL ADDRESS	tenders@midvaal.gov.za				

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

**BID 8/2/2/389ADD (6CE/5CEPE OR HIGHER) (2023-2026) FOR THE
APPOINTMENT OF AN ADDITIONAL CONTRACTOR FOR WATER PIPE
REPLACEMENT ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF
APPOINTMENT UNTIL 30 JUNE 2026**

Employer Tender Number: BID 8/2/2/389ADD (6CE/5CEPE OR HIGHER) (2023-2026)

cidb Reference Number: 100093109

**MIDVAAL LOCAL MUNICIPALITY INVITES TENDERS FOR THE APPOINTMENT OF AN ADDITIONAL
CONTRACTOR FOR WATER PIPE REPLACEMENT ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF
APPOINTMENT UNTIL 30 JUNE 2026**

It is estimated that tenderers should have a cidb contractor grading of 6CE or higher. 5CE Potentially Emerging Enterprises who satisfy criteria stated in the Tender Data may submit Tender offers.

Preferences are offered to tenderers who have suitable experience and suitably qualified employees and resources to render the services.

The council reserves the right to accept any bid or 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 completed.

Bids completed in pencil or re-typed will be regarded as invalid bids.

Bids must also be submitted in full, i.e with all pages attached, failure thereof will result in your bid being disqualified.

IMPORTANT INFORMATION:

Midvaal Local Municipality hereby requests all bidders to take note of the following process relating to bid documents requests and clarification notes:

- Bidding documents will be available for purchase during working hours after 12:00PM or via electronic request at tenders@midvaal.gov.za from the 25th of March 2024.
- A non-refundable tender deposit of R 595.00 payable by proof of deposit or cash is required on collection of the Tender documents, payments for the documents can be made at the municipality's 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.

Clarifications:

- Bidders will be given an opportunity to ask questions/clarifications by sending an email to tenders@midvaal.gov.za. Please quote the Bid No. on the subject line. The 12th of April 2024 will be the cut-off to asking questions/ requests for clarifications.
- The municipality will respond to all received queries/clarifications on the 16th of April 2024.

Responsive bids will then be evaluated on 90/10 preference point system as prescribed by Midvaal Local Municipality's Supply Chain Policy and Preferential Procurement Policy, and PPPFA and its 2022 regulations.

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 regulations and any other relevant legislation's, As well as any supporting documents where required.

SPECIFIC GOALS:

LOCAL ENTERPRISE:5

BBB-EE STATUS:5

- 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 initialed.
4. Where a compulsory briefing session is required, it is the onus of the bidder to attend and arrive on time. Late arrivals will not be allowed to sign the attendance register and will be deemed to be absent.
5. No bids will be considered from bidders Who did not attend the briefing session.
6. Midvaal local municipality will not accept any bid with missing pages and not fully completed with the required attachment.

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 R595.00 payable by proof of deposit or cash is required on collection of the Tender documents.

25 Mitchell Street
Meyerton
1960

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

Engineering Services
Tel No. 0163605812
E-mail. tenders@midvaal.gov.za
or
SCM Services
Tel No. 0163607484
E-mail. tenders@midvaal.gov.za

A compulsory clarification meeting with representatives of the Employer will take place at Midvaal Engineering Services (Opposite Randvaal Clinic), 56 Rooibok Street, Highbury, Randvaal. GPS Coordinates: -26.515083, 28.044598 on 11 April 2024 starting at 10h00.

The closing time for receipt of Tenders is 12h00 on Wednesday, April 24, 2024.

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.

WATER PIPE REPLACEMENT (FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2026)

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 Standard Condition of Board Notice 86 of 2010 in Government Gazette No 33239 of 28 May 2010, Construction Industry. Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za). Annexure F and Table G1 of that notice are reproduced without amendment or alteration for the convenience of tenderers. (See pages 4 - 13) (As per Board Notice 86 of 2010, Government Gazette No. 33239 of 28 May 2010)

- Note:
1. *These Standard Conditions of Tender are identical to that 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.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.
- 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) *arithmetic errors in:*
 - i) *line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or*
 - ii) *the summation of the prices.*

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

- Rank tender offers from the highest number of tender evaluation points to the lowest.
- 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.
- 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:

- 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.
- 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.

- Rank tender offers from the highest number of tender evaluation points to the lowest.
- 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.
- 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:

- 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.
- 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.

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

F.3.11.6. Decimal Places

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

F.3.11.7. Scoring Financial Offers

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

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

where:

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

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

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

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:

- is not under restrictions, or has principals who are under restrictions, preventing participation in the Employer's procurement,
- 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,
- has the legal capacity to enter into the contract,
- 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,
- complies with the legal requirements, if any, stated in the Tender Data, and
- 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:

- addenda issued during the tender period,
- inclusion of some of the returnable documents, and
- 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.

TABLE G1: CONTRACTOR GRADING DESIGNATIONS AND ASSOCIATED PARAMETERS

GRADE	Current upper limit of tender value	Approved Adjustment	Applicable Grading
1	R200 000	R 500 000,00	
2	R650 000	R 1 000 000,00	
3	R2 000 000	R 3 000 000,00	
4	R4 000 000	R 6 000 000,00	
5	R6 500 000	R 10 000 000,00	
6	R13 000 000	R 20 000 000,00	X
7	R40 000 000	R 60 000 000,00	
8	R130 000 000	R 200 000 000,00	
9	" No Limit"	N/A	

F.1 General

F.1.1 Actions

Add the following:

The Employer is , represented by Director/Assistant Director: Technical Support 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 (Third Edition) 2015 as published by the South African Institution of Civil Engineering. This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel (011) 805 5947, Fax: (011) 805 5971, email: civilinfo@saice.org.za

VOLUME 2: Standard specifications, SANS 1200.

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:

WATER PIPE REPLACEMENT (FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2026)

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

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 as this document 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 R561.00 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:

Midvaal Local Municipality

Randvaal Offices

56 Rooibok Street

HIGHBURY

2191

Telephone No. 016 360 5812

Fax No. 086 502 0523

Email tenders@midvaal.gov.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 6CE5CEPE 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 6CE5CEPE 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 6CE5CEPE class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations; and

F.2.7 Clarification Meeting

Add the following:

A compulsory clarification meeting with representatives of the Employer will take place at Midvaal Engineering Services (Opposite Randvaal Clinic), 56 Rooibok Street, Highbury, Randvaal. GPS Coordinates: -26.515083, 28.044598 on 11 April 2024 starting at 10h00. Bidders will be given an opportunity to ask questions/clarifications by sending an email to tenders@midvaal.gov.za until the 12th of April 2024 end-of-business. Please quote the Bid No. on the subject line). Midvaal will respond to all questions by the 16th of April 2024.

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:

Location of tender box : Tender Box at Block A
Physical address : Midvaal Local Municipality Civic Centre, No. 25 Mitchell Street, Meyerton
Identification details : Tender number :8/2/2/389ADD (2023-2026)
 Contract No. 8/2/2/389ADD (2023-2026)

Sealed tenders with the Tenderer's name and address and the endorsement "**TENDER NO or CONTRACT NO**" 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).

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. (Part T2).

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 (Compulsory)

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.

WATER PIPE REPLACEMENT (FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2026)

F.3 *The Employer's undertakings*

F.3.1 Respond to Requests from the Tenderer

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 maximal 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

Delete and Add the following:

The procedure for the evaluation of responsive will be done through minimum requirements.

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:

Bidders will be required to meet all minimum requirements to be evaluated further.

MINIMUM REQUIREMENTS

Tenderers will have to meet all minimum requirements before their financial proposals and specific goals 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.

ITEM	DESCRIPTION	YES	NO
Company Experience	<p>Bidder has Successfully completed a minimum of 3 projects in the Construction of Water Pipelines in the last 10 years from the date of tender advert with a minimum project value of R3 500 000.00 per job.</p> <p>Attach Job appointment letter and corresponding reference letters/completion certificate for each project completed.</p> <p>For a reference letter to be valid it must satisfy the below:</p> <ul style="list-style-type: none"> - Letter head of the institution offering the reference. - Clear description of the services that were rendered. - Dated. - Signed. <p>Failure to comply to company experience minimum requirements will result in a bid not evaluated further.</p>		

Plant and equipment (All the listed plant and equipment are compulsory and failure to submit proof of ownership/rental agreement for any of the listed will lead to the bid not evaluated further)	The bidder must submit proof of ownership (in the name of company or director) or "pro forma" rental agreement schedule of equipment with all plant and equipment as per below list:		
	1x Truck		
	1 x Bakkie		
	1x Compactor		
	1x TLB		
	1x Pressure Testing Compressor		
	1x Generator		
	1x Water Pump and,		
	1x Tipper Truck		
	Failure to comply to the plant and equipment minimum requirements will result in a bid not evaluated further.		
Project Team Compilation (Attach proof of qualification and curriculum vitae for each personnel)	Contract Manager <ul style="list-style-type: none"> • With a minimum NQF Level 6 in Civil Engineering and, • 4 years of experience in the construction of water pipelines projects 		
	Failure to comply to Contract Manager requirements will result in a bid not evaluated further.		
	Error! Reference source not found. <ul style="list-style-type: none"> • With a minimum NQF Level 5 in Civil Engineering and, • 6 years of experience in the construction of water pipelines projects 		
	Failure to comply to Foreman requirements will result in a bid not evaluated further.		
	Safety Officer <ul style="list-style-type: none"> • With a minimum NQF Level 5 in Safety Management/SAMTRAC and, • 3 years of experience in the construction projects 		
	Failure to comply to Safety Officer requirements will result in a bid not evaluated further.		

AWARD STRATEGY

Bidders who comply with all the minimum requirements will be evaluated further for BBBEE and specific goals. Midvaal Local Municipality previously went out on a tender to appoint two (2) contractors for the Water Pipe Replacement for contract 8/2/2/389 (2023-2026). After following all processes Midvaal Local Municipality only managed to appoint one contractor, therefore, to fulfil the initial objective Midvaal Local Municipality aims to appoint an additional contractor. In the event that the higher procurement scorer rates are higher than those of the appointed contractor the highest procurement scorer will be expected to negotiate their rates to equal those of the currently appointed contractor. If the highest procurement scorer does not accept/agree with the terms of negotiations the second highest procurement scorer will be given a chance for negotiations. The Council reserves the right to accept any bid or part thereof and does not bind itself to accept the lowest or any bid.

F.3.13 Acceptance of Tender Offer

A. Add the following:

Tender offers will only be accepted if:

- 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;
- the tenderer is registered with the CIDB with an appropriate category of registration;
- 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;
- the tenderer has not:
 - abused the Employer's Supply Chain Management System; or
 - 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, bidders need to visit the Midvaal Local Municipality website to view the bids outcome.

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.

Any tenderer wishing to exercise this right, must submit their appeal in writing to the Municipal Manager, marked for the attention of the Municipal Manager, Midvaal Municipality, 25 Mitchell Street, Meyerton. The format of the appeal must:

- 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.

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 2003 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 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 labour 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) 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.
- 2) 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.

- 3) 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 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 black 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 A33: 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 A34: 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.

Part T2: Returnable Documents

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T2.1 LIST OF RETURNABLE DOCUMENTS	28
T2.2 RETURNABLE SCHEDULES	30 - 112

LIST OF RETURNABLE DOCUMENTS

WATER PIPE REPLACEMENT (FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2026)

T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete and return documents **A1 to A35; B1 to B2; 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		
Schedule A	Documents incorporated in this tender document that must be completed and signed by all tenderers		
A1	AUTHORITY TO SIGN DOCUMENTS	31	
A2	LETTER OF GOOD STANDING WITH WORKMEN'S COMPENSATION COMMISSIONER	32	
A3	CLARIFICATION MEETING CERTIFICATE	33	
A4	CERTIFICATE OF AUTHORITY FOR JOINT VENTURES (only if Tenderer is a JV)	34	
A5	SCHEDULE OF WORK EXPERIENCE OF TENDERER	35	
A6	CURRENT AND RECENT PROJECTS FOR	37	
A7	SCHEDULE OF CONSTRUCTION PLANT	38	
A8	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE-(NOT REQUIRED)	40	
A9	SCHEDULE OF LOCAL SUBCONTRACTORS	41	
A10	DETAILS OF EXPERIENCE OF CONTRACT MANAGER, FOREMAN AND	42	
A11	COMPULSORY ENTERPRISE QUESTIONNAIRE	44	
A12	ALTERATIONS / AMENDMENTS BY TENDERER	47	
A13	ADJUDICATION OF TENDERS ON POINTS BASIS	48	
A14	SCHEDULE OF DAYWORK RATES	50	
A15	RECORD OF ADDENDA TO TENDER DOCUMENTS	52	
A16	SIZE OF ENTERPRISE AND CURRENT WORKLOAD	53	
A17	STAFFING PROFILE	54	
A18	JOINT VENTURE DISCLOSURE FORM	55	
A19	DETAILS OF ALTERNATIVE TENDERS SUBMITTED	64	
A20	AMENDMENTS AND QUALIFICATIONS BY TENDERER	65	
A21	DECLARATION OF INTEREST (MBD 4)	66	
A22	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)	69	
A23	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)	71	
A24	CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (MBD 9)	73	
A25	FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS 2003	76	
A26	TENDER DOCUMENT	78	
A27	GENERAL INFORMATION (PROCUREMENT)	84	
A28	EQUITY OF OWNERSHIP	85	
A29	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)	90	
A30	BIDDER'S ATTACHMENTS CHECKLIST	94	
A31	PERFORMANCE MANAGEMENT SYSTEM	95	
A32	MIDVAAL LOCAL MUNICIPALITY INDEMNITY	100	
A33	MUNICIPAL SERVICES, RATES AND TAXES CLEARANCE CERTIFICATE FOR SUPPLY CHAIN PURPOSE	101	
A34	SCHEDULE OF ESTIMATED LOCAL LABOUR	102	

LIST OF RETURNABLE DOCUMENTS

Tender No. 8/2/2/389ADD (2023-2026)

SCHEDULE	DESCRIPTION	PAGE	TICK BOX
	Returnable documents required for tender evaluation purposes		
A35	CONSENT AND ACKNOWLEDGMENTS IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 2013 (POPI)	103	
Schedule B	Additional Documents to be provided by the Tenderer and attached to his/her tender		
B1	CIDB CONTRACTOR REGISTRATION CERTIFICATE	105	
B2	ADDITIONAL FUNCTIONALITY DOCUMENTS Refer to Clause 4.3 of Government Gazette – 1 February 2008 for clarification on this issue	106	
*	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.		
Schedule C	Other Documents that will form part of The Contract		
C1.1	Form of Offer and Acceptance	108	
C1.2	Contract Data	113	
C1.3	Performance Guarantee	129	
C1.4	Adjudication	132	
C1.5	Occupational Health and Safety Agreement	133	
C1.6	CONTRACT OF TEMPORARY EMPLOYMENT AS COMMUNITY LIAISON OFFICER(CLO)	135	
C2	Pricing Data and Bill of Quantities	139	
C3	Scope of Work	166	
C4	Site Information	258	

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	

T2.2 RETURNABLE SCHEDULES

A1. AUTHORITY TO SIGN DOCUMENTS

I/We*, the undersigned, am/are* duly authorised to sign the form of tender on behalf of

.....
by virtue of the Articles of Association/Resolution of the Board of Directors*, of which a certified copy is attached, or
.....
.....

*Delete whichever is inapplicable

1.	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <div style="border: 1px solid black; text-align: center; padding: 2px;">NAME</div>	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <div style="border: 1px solid black; text-align: center; padding: 2px;">SIGNATURE</div>	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <div style="border: 1px solid black; text-align: center; padding: 2px;">DATE</div>
----	---	--	---

2.	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <div style="border: 1px solid black; text-align: center; padding: 2px;">NAME</div>	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <div style="border: 1px solid black; text-align: center; padding: 2px;">SIGNATURE</div>	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <div style="border: 1px solid black; text-align: center; padding: 2px;">DATE</div>
----	---	--	---

WITNESSES:

1.	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <div style="border: 1px solid black; text-align: center; padding: 2px;">NAME</div>	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <div style="border: 1px solid black; text-align: center; padding: 2px;">SIGNATURE</div>	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <div style="border: 1px solid black; text-align: center; padding: 2px;">DATE</div>
----	---	--	---

2.	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <div style="border: 1px solid black; text-align: center; padding: 2px;">NAME</div>	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <div style="border: 1px solid black; text-align: center; padding: 2px;">SIGNATURE</div>	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <div style="border: 1px solid black; text-align: center; padding: 2px;">DATE</div>
----	---	--	---

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.

A5. SCHEDULE OF WORK EXPERIENCE OF TENDERER

Tenderers shall insert in the Schedule here under with 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

A6. CURRENT AND RECENT PROJECTS FOR

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			R

SIGNED BY/ON BEHALF OF TENDERER:

NAME		SIGNATURE		DATE

A7. SCHEDULE OF CONSTRUCTION PLANT

Tenderers shall state below what construction plant will be available for this Contract. The tenderer shall differentiate, if applicable, between construction plant immediately available and construction plant which will become available by virtue of outstanding orders, and indicate what further construction plant will be acquired or hired for the work should the tenderer be awarded the Contract.

CONSTRUCTION PLANT AVAILABLE				
Description	Size	Capacity	Number	When Available
Truck				
Bakkie				
Compactor				
TLB				
Pressure Testing Compressor				
Generator				
Water Pump				
Tipper Truck				

RETURNABLE SCHEDULES

CONSTRUCTION PLANT THAT WILL BE ACQUIRED / HIRED					
Description	Arrangements Made	Delivery Date	Size	Capacity	Number

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

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	VALUE
1	R
2	R
3	R
4	R
5	R
6	R
7	R
8	R
9	R
10	R
11	R
12	R
SUBTOTAL	R
VAT (VAT 15%)	R
TOTAL (INCLUDING VAT @ 15%)	R

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) B-BBEE 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 BB-EEE Ownership (Rand)
A) SUBTOTAL FOR LOCAL SUB-CONTRACTORS (Excluding VAT)					R	
B) TOTAL CONTRACT VALUE (Excluding VAT)					R	
PERCENTAGE CONTRIBUTION TO LOCAL SUB-CONTRACTORS (A x B / 100) %						
C) SUBTOTAL FOR LOCAL SUB-CONTRACTORS CONTRIBUTION TO HDI OWNERSHIP (Excluding VAT)					R	
D) TOTAL CONTRACT VALUE (Excluding VAT)					R	
PERCENTAGE CONTRIBUTION TO HDI OWNERSHIP (C x D / 100) %					%	

NOT REQUIRED

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.

Tenderers must ensure that the amount of sub-contractor work correlates with the percentage provided in Schedule A30 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (PURCHASES) (MBD 6.1) and will be subject to the conditions contained therein.

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 [reference] of the Contract Data on page 119.

SIGNED BY/ON BEHALF OF TENDERER:

NAME	SIGNATURE	DATE

A10. DETAILS OF EXPERIENCE OF CONTRACT MANAGER, FOREMAN AND SAFETY OFFICER

Tenderers shall set out in the Schedule hereunder details of the experience of the Contract Manager, Foreman and Safety Office 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

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

SAFETY OFFICER				
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

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:

<input type="checkbox"/>	a member of any municipal council
<input type="checkbox"/>	a member of any provincial legislature
<input type="checkbox"/>	a member of the National Assembly or the National Council of Province
<input type="checkbox"/>	a member of the board of directors of any municipal entity
<input type="checkbox"/>	an official of any municipality or municipal entity
<input type="checkbox"/>	an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
<input type="checkbox"/>	a member of an accounting authority of any national or provincial public entity
<input type="checkbox"/>	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,	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)
--	---	---

principal shareholder or stakeholder	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:

<input type="checkbox"/>	a member of any municipal council	
<input type="checkbox"/>	a member of any provincial legislature	
<input type="checkbox"/>	a member of the National Assembly or the National Council of Province	
<input type="checkbox"/>	a member of the board of directors of any municipal entity	
<input type="checkbox"/>	an official of any municipality or municipal entity	
<input type="checkbox"/>	an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)	
<input type="checkbox"/>	a member of an accounting authority of any national or provincial public entity	
<input type="checkbox"/>	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

SIGNATURE

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 21 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

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 B-BBEE status level of contributor and specific goals.

The Tender obtaining the highest number 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 B-BBEE Status and 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:

	BREAKDOWN	WEIGHT
1.	Price	90
2.	BBBE and Specific Goals	10
	Total	100

The points awarded for Preference are based on the B-BBEE status level of contributor is as follows:

B-BBEE status level of contributor	Number of points
1	5
2	4
3	3
4	2.5
5	2
6	1.5
7	1
8	0.5
Non-compliant contributor	0

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

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:

.....% (Not exceeding 15%)

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

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 ²)

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

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

A18. 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

Tender

T2.2

Part T2: Returnable Documents

RETURNABLE SCHEDULES

Tender No. 8/2/2/389ADD (2023-2026)

Signature

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

Name.....

Address

Telephone.....

Date

(Continue as necessary)

A19. DETAILS OF ALTERNATIVE TENDERS SUBMITTED

DESCRIPTION

SIGNED BY/ON BEHALF OF TENDERER:

NAME		SIGNATURE	DATE

A20. AMENDMENTS AND QUALIFICATIONS BY TENDERER

PAGE	DESCRIPTION

SIGNED BY/ON BEHALF OF TENDERER:

NAME		SIGNATURE		DATE

A21. DECLARATION OF INTEREST (MBD 4)

1. Any legal person, including persons employed by the state¹, 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, shareholder², 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.

¹"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.

²"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

A22. 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). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	<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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	<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

A23. 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

A24. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (MBD 9)

1. This Standard Tender Document must form part of all tenders¹ 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).² 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:

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

² 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 consortium³ 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.

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

RETURNABLE SCHEDULES

Tender No. 8/2/2/389ADD (2023-2026)

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

A25. 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

A26. TENDER DOCUMENT

2.3.3 CONDITIONS PERTAINING TO TARGETED PROCUREMENT

2.3.3.1 PREAMBLE

The 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 .

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 “**B-BBEE 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 B-BBEE.

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

2.3.3.2.10 “**Broad-Based Black Economic Empowerment (B-BBEEs)**” 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 B-BBEE. “

2.3.3.2.11 “**SMMEs**” (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 SMMEs 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 MLM'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 and specific goals.

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 and specific, 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 90/10 PREFERENCE POINT SYSTEMS**

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

90/10

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	5
2	4
3	3
4	2.5
5	2
6	1.5
7	1
8	0.5
Non-compliant contributor	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

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

A27. 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

RETURNABLE SCHEDULES

A28. EQUITY OF OWNERSHIP

List all partners, shareholders or members of tendering entity by name, identity number, citizenship, gender, race, B-BBEE 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	B-BBEE Status (Yes/No)	Date of Ownership	% B-BBEE Owned	% Owned by Women	% Owned by Disabled
TOTAL								A	B	C

RETURNABLE SCHEDULES

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 B-BBEE 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**

1. 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

A29. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)

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**

- a) The applicable preference point system for this tender is the 90/10 preference point system.
OR
- 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	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 THE 80/20 or 90/10 PREFERENCE POINT SYSTEMS

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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest 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 If it is unclear whether the 80/20 or 90/10 preference point system applies, the following will apply:—

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (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)
Local Enterprise	5	N/A		N/A
B-BBEE	5	N/A		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.

SIGNED BY/ON BEHALF OF TENDERER:

NAME		SIGNATURE		DATE

A30. BIDDER'S ATTACHMENTS CHECKLIST

ADMINISTRATIVE COMPLIANCE:

DESCRIPTION		BIDDER'S CHECKLIST		
1	Certified copy of the signed resolution by all directors authorising a director/ other official of the company to sign the documents on behalf of the company.	YES NO		
2	Current Water and Lights / Rates and Taxes obtainable from the local or metropolitan municipality.	YES NO		
3	In a case of a Joint Venture (JV)/ Consortium, the JV agreement.	YES NO		
4	Valid B-BBEE certificate or Completed or signed Sworn Affidavit The municipality only considers B-BBEE certificates from SANAS accredited agencies as well as certificates and sworn affidavits from the DTI.	YES NO		
SPECIFIC GOALS – POINTS CLAIM				
Goal	Weight	Required Proof	Bidder's Checklist	
Local Enterprise (5 Points)	5 Points, if the business operates within the jurisdiction of Midvaal Local Municipality	<ul style="list-style-type: none"> - 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 and voting district as per the IEC (Independent Electoral Commission of South Africa) 	YES NO	
	3 Points, if the business operates outside Midvaal but within the Sedibeng District jurisdiction			
	1 Points, if the business operates outside the Sedibeng jurisdiction			
	0 points for non-submission			
B-BBEE Status (5 Points)	Status Contributor	Points	B-BBEE certificate: <ul style="list-style-type: none"> - issued by the DTIC (The Department of Trade and Industry and Competition) through CIPC; OR - from an accredited institution registered with SANAS; OR - a valid sworn affidavit, as issued by the DTIC 	YES NO
	1	5		
	2	4		
	3	3		
	4	2.5		
	5	2		
	6	1.5		
	7	1		
	8	0.5		
Non-Compliant Contributor	0			

NAME

SIGNATURE

DATE

A31. PERFORMANCE MANAGEMENT SYSTEM

The Municipal Finance Management Act (No. 56 of 2003) Section 116 (2) (d) determines that a Municipality must enter in 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 2023 to 2026 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**

ANNEXURE "B"

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

CONTRACT	AGED BULK PIPE REPLACEMENT	
COMPANY		
TENDER NO	.....	DATE APPROVED
TERM OF CONTRACT	DATE OF APPOINTMENT UNTIL 30 JUNE 2026	
RESPONSIBLE PERSON FOR ASSESSMENT & COMPLETION OF PERFORMANCE REPORT	CONSULT with Director/Assistant Director: Technical Support ON MONTHLY BASIS	

T2.2
RETURNABLE SCHEDULES

KEY PERFORMANCE AREA	KEY PERFORMANCE INDICATOR	RESPONSIBLE PERSON & TARGET DATE	COMPLIANCE & DATE	DEVIATIONS, IF ANY, PROVIDE REASONS	AGREED RECTIFICATION MEASURES TO COMPLY
A. OPERATIONAL KPI's (TO BE COMPLETED BY RELEVANT DEPARTMENT ACCORDING TO APPROVED TENDER SPECIFICATIONS)					
Project Initiation	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.			
Contract Administration	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) Attend site meetings as arranged by the Engineer.	Service Provider Monthly.			
Construction	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. COMMERCIAL KPI (TO BE COMPLETED BY SCM – ANNUALLY)					
1. Completion and submission of Vendor Application Form	Submission of fully completed original Vendor Application Form	Service Provider Annually			

<p>2. Certified copies of mandatory documents</p>	<p>Submission of the following mandatory documents:</p> <ol style="list-style-type: none"> 1. Certified copy of company registration 1. Certified copy of Proof of Ownership 2. Proof of bank details (Bank statement or cancelled cheque) 3. Valid Income Tax for the owner of the business 4. Original Tax Clearance Certificate for the owner of the business 5. PAYE if staff are employed 6. VAT Registration 7. UIF Certificate if staff are employed 8. Workman's compensation if staff are employed 9. Security Officer's Board – if applicable – security industry 10. Certified proof of disability – if owner is disabled 11. Clear certified copy of owners Identity Document 12. Document stamped and signed by Commissioner of Oath 13. The Declaration of Interest Form completed and signed in full 	<p>Service Provider Annually</p>			
--	---	---	--	--	--

3. Submission of Invoices	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 (ensure tax is always compliant on CSD) 8. Company Registration Number	Service Provider Monthly			
4. Indemnity Clause	Indemnification of Midvaal Local Municipality of any in-juries or losses that may occur during the execution of work	Service Provider Annually			
5. Occupational Health & Safety Act	Compliance with Occupational Health & Safety Act at all times	Service Provider Ongoing			
6. Construction Industry Development Board (on CIDB bids)	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

 SIGNATURE: Director

 DATE

 DATE

FOR OFFICIAL USE ONLY:	
COMPLIANCE VERIFIED: _____ On behalf of SUPPLY CHAIN MANAGEMENT UNIT _____ DATE	SECTION: LEGAL & PMS _____ On behalf of PERFORMANCE MANAGEMENT _____ DATE

A32. 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’ 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.

COMPANY:	
ADDRESS:	
TEL:	
CELL:	

SIGNED BY/ON BEHALF OF TENDERER:

NAME	SIGNATURE	DATE

A33. MUNICIPAL SERVICES, RATES AND TAXES CLEARANCE CERTIFICATE FOR SUPPLY CHAIN 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. **This form is to be completed only if the service provider's rates and taxes are not in arrears for more than three months.**

PART A – to be completed by the relevant municipality in the case where the service provider is the registered owner of the site / owner pays for municipal services / tenant pays for municipal services

OR

PART B – to be completed by the landlord in the case where the service provider is renting the premises / rental paid by tenant include municipal services.

PART A (TO BE COMPLETED BY THE LOCAL AUTHORITY)	
Name of the Municipality:	
Property Physical Address:	
Registered Name:	
Official's Name: _____	Municipality Stamp Here
Signature : _____	
Date: _____	
Please indicate whether company/owner in arrears or up-to-date	
Rates and taxes : Up-to-date/in arrears for more than 3 months	
Water: Up-to-date/in arrears for more than 3 months	
Electricity: Up-to-date/in arrears for more than 3 months	
Refuse : Up-to-date/in arrears for more than 3 months	
Other services: Up-to-date/in arrears for more than 3 months	
PART B (TO BE COMPLETED BY THE LANDLORD)	
Name of the Landlord:	
Property Physical Address:	
Landlord Signature:	
Date: _____	Landlord's business stamp here
Or an Affidavit from SAPS in the event the landlord does not have a business stamp)	
Please tick whether up-to-date or in arrears	
Rental: Up-to-date/ in arrears for more than 3 months	
Municipal services: Up-to-date/ in arrears for more than 3 months	

SIGNED BY/ON BEHALF OF TENDERER:

NAME	SIGNATURE	DATE

A34. 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 of the Contract Data on page 119.

SIGNED BY/ON BEHALF OF TENDERER:

NAME	SIGNATURE	DATE

A35. CONSENT AND ACKNOWLEDGMENTS IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 2013 (POPI)

This section sets out how personal information will be collected, used and protected by Midvaal Local Municipality hereinafter referred to as "MLM", as required by the Protection of Personal Information Act. The use of the words "the individual" for the purposes of this document shall be a reference to any individual (bidder) communicating with MLM and/or concluding any agreement, registration or application, with the inclusion of each of those individuals referred to or included in terms of such agreement, registration or application.

1. What is personal information?

The personal information that MLM requires relate to names and surnames, birth dates, identity numbers, passport numbers, demographic information, education information, occupation information, health information, addresses, memberships, and personal and work email and contact details.

2. What is the purpose of the collection, use and disclosure (the processing) of personal information?

MLM is legally obligated to collect, use and disclose personal information for the purposes of:

- reporting MLM initiatives to the Gauteng Provincial Treasury and Sedibeng District Municipality;
- reporting to National Treasury all contracts awarded;
- obtaining information related to Tax Compliance information from SARS;
- Verifying information on the National Treasury database of defaulters;
- evaluating and processing applications for registration on the database;
- compiling statistics and other reports;
- providing personalised communications;
- complying with the law; and/or
- for a purpose that is ancillary to the above. Personal information will not be processed for a purpose other than what is identified (the purpose) above without obtaining consent beforehand.

3. How will MLM process personal information?

MLM will only collect personal information for the purpose as stated above. Information will be collected in the following manner:

- directly from the individual;
- from service providers who provided with services or goods to MLM;
- from MLM's own records relating to previous supply of services or goods; and/or
- from a relevant public or equivalent entity.

4. To whom will personal information be disclosed?

The personal information may be disclosed to other relevant public or other entities on whose behalf we act as intermediaries, other third parties referred to above in relation to the purpose or who are sources of personal information, service providers such as professional bodies who operate across the borders of this country (transborder flow of information) where personal information must be sent in order to provide the information and/or services and/or benefits requested or applied for. In the event of another party/ies acquiring all of or a portion of MLM's mandate or functions, personal information will be disclosed to that party but they will equally be obliged as we are, to protect personal information in terms of this policy and the law.

5. Consent and Permission to process personal information:

I hereby agree with the policy and provide authorisation to MLM to process the personal information provided for the purpose stated.

- I understand that withholding of or failure to disclose personal information will result in MLM being unable to perform its functions and/or any services or benefits I may require from MLM.
- Where I shared personal information of individuals other than myself with MLM I hereby provide consent on their behalf to the collection, use and disclosure of their personal information in terms of this personal information policy and I warrant that I am authorised to give this consent on their behalf.
- To this end, I indemnify and hold MLM not responsible in respect of any claims by any other person on whose behalf I have consented, against MLM should they claim that I was not so authorised.

- I understand that in terms of POPI and other laws of the country, there are instances where my express consent is not necessary in order to permit the processing of personal information, which may be related to police investigations, litigation or when personal information is publicly available.
- I will not hold MLM responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.

6. Rights regarding the processing of personal information:

- The individual may withdraw consent to the processing of personal information at any time, and should they wish to do so, must provide MLM with reasonable notice to this effect. Please note that withdrawal of consent is still subject to the terms and conditions of any contract that is in place. Should the withdrawal of consent result in the interference of legal obligations, then such withdrawal will only be effective if MLM agrees to same in writing. MLM specifically draws to the attention that the withdrawal of consent may result in it being unable to provide the requested information and/or services and/or financial or other benefits.
- In order to withdraw consent, please contact the Information Officer at Johannesm@midvaal.gov.za
- A copy of the full MLM policy is available at our offices, situated at Head Office, 25 Mitchell Street, Meyerton, 1961, South Africa.
- Individuals are encouraged to ensure that where personal information has changed in any respect to notify MLM so that our records may be updated. MLM will largely rely on the individual to ensure that personal information is correct and accurate.
- The individual has the right to access their personal information that MLM may have in its possession and are entitled to request the identity of which third parties have received and/or processed personal information for the purpose. Please note however, that any request in this regard may be declined if:
 - the information comes under legal privilege in the course of litigation,
 - the disclosure of personal information in the form that it is processed may result in the disclosure of confidential or proprietary information,
 - giving access may cause a third party to refuse to provide similar information to MLM,
 - the information was collected in furtherance of an investigation or legal dispute, instituted or being contemplated,
 - the information as it is disclosed may result in the disclosure of another person's information,
 - the information contains an opinion about another person and that person has not consented, and/or
 - the disclosure is prohibited by law.

7. Requesting access and lodging of complaints:

- Please submit any requests for access to personal information in writing to MLM's information officer at Johannesm@midvaal.gov.za
- With any request for access to personal information, MLM will require the individual to provide personal information in order to verify identification and therefore the right to access the information.
- There may be a reasonable charge for providing copies of the information requested.
- If any request has not been addressed to satisfaction a complaint may be lodged at the office of the Information Regulator.

SIGNED BY/ON BEHALF OF TENDERER:

NAME	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. ADDITIONAL FUNCTIONALITY DOCUMENTS

- 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 **A23**.

Part C1: Agreements and Contract Data

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Form of Offer and Acceptance

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: 8/2/2/389ADD (2023-2026)

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 period of date of award until June 2026.

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
CAPACITY

SIGNATURE
DATE

Name and address of Organisation:

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Form of Offer and Acceptance

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
CAPACITY

SIGNATURE
DATE

- address of Organisation

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Schedule of Deviations

Notes:

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

- 1. Subject
- Details
-
-
-
- 2. Subject
- Details
-
-
-
- 3. Subject
- Details
-
-
-
- 4. Subject
- Details
-
-
-

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

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

Form of Offer and Acceptance

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME
CAPACITY

SIGNATURE
DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

SIGNED ON BEHALF OF/BY :

NAME
CAPACITY

SIGNATURE
DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

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

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:

General Conditions of Contract for Construction Works (Third Edition, 2015)

prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and form the General Conditions of Contract for this contract. Copies of these Conditions of Contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, email:civilinfo@saice.org.za.

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 , represented by Director/Assistant Director: Technical Support 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 Director/Assistant Director: Technical Support 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 and the Project Particular Specifications, 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 :

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

The name of the Engineer is : Director/Assistant Director: Technical Support

The address of the Engineer is : Engineering Services Building
56 Rooibok Street
Highbury, 1961
Midvaal

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 for each project immediately after the receipt of an official purchase order under this term appointment, unless otherwise ordered by the Engineer, within 7 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 Good Friday and Workers Day.

Clause 5.9: Instructions

Add the following Clauses after Clause 5.9.7:

- 5.9.8 Where applicable 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	1 days	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 R5000-00 per calendar day to a maximum of R200 000-00 which then will result in commencement of termination process.

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 6.10.3: Retention Money

Add to Clause 6.10.3

A guarantee in lieu of retention is not permitted.

No interest will be paid on retention money. 10% of the amount due (excl VAT & contingencies & escalation if applicable) shall be deducted from each payment certificate until a Limit of retention money of 10% of contract value is reached.

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 R3 000 000.00 throughout the entire period of the appointment. Where the value of any project ordered under the term appointment exceeds R3 000 000.00, the sum insured shall be increased to such value for the period of such project.

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 8.6.1.1.3

The limit of indemnity for liability insurance is R5 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, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° 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 Special Public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.
- 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 –

Contract Data

-
- (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.

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
CAPACITY

SIGNATURE
DATE

C1.3. Performance Guarantee

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor: means:

Physical address:

“Employer” means:

“Contractor” means:”

“Engineer” means Director/Assistant Director Technical Support and/or 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

Performance Guarantee

DATE

CAPACITY

GUARANTOR (2)

SIGNATURE

DATE
WITNESS (1)

CAPACITY
SIGNATURE

WITNESS (2)

SIGNATURE

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.

C1.5. Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN (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

Contract

C1.5

Part C1: Agreements and Contract Data - Occupational Health and Safety Agreement
Tender No. 8/2/2/389ADD (2023-2026)

Signed at on the day of 20.....

SIGNED BY/ON BEHALF OF

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

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 R265 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 13H00, the CLO will be paid half the daily wage.

If the site works later than 13H00, the CLO will be paid the full daily wage.

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- 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 CLO within 24 hours of any warning issued. The CLO 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 community. 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.

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6. THUS AGREED AND SIGNED BY THE PARTIES:

PSC Chairperson:

Contractor

Community Liaison officer:

Date:

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 10% 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:

Table with 6 columns: DESCRIPTION OF ITEM, UNIT, QTY, RATE, AMOUNT, SUPPLIER. Includes a total row at the bottom.

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 in terms of Clause 52(1)(e) of the General Conditions of Contract 1990.]

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 ² .pass	=	square metre-pass
h	=	hour	m ³	=	cubic metre
ha	=	hectare	m ³ .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 ²	=	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 or 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. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

8. 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.

9. 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.

10. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.

11. Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the SANS 1200 Standardised Specifications.

12. The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the SANS 1200 applicable specification. 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.

13. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bill of Quantities with the letters L 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.

Pricing Instructions

Tender No. 8/2/2/389ADD (2023-2026)

14. Payment for items, which are designated to be constructed labour-intensively (either in this schedule with an L 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.

15. 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.

C2.2. Bill of Quantities

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Bill of Quantities

SECTION 0: PRELIMINARY AND GENERAL						
ITEM NO	PAYMENT REFERENCE	DESCRIPTION	UNIT of measure	EST QTY	Rate	Amount (VAT Excl)
0	SANS 1200A	<u>PRELIMINARY AND GENERAL</u>				
0.1	8.3.1	Contractual Requirements, facilities required by Contractor, general responsibilities on site for completion of projects up to the following values: (before establishment and removal thereof adding P&G's)				
0.1.1		Allow for Fixed P&G's to a maximum of 15%	%	R 500 000,00		
TOTAL CARRIED FORWARD						
ITEM NO	PAYMENT REFERENCE	DESCRIPTION	UNIT	QTY	Rate	Amount (VAT Excl)
	8.4	TIME RELATED CHARGES				
0.2	8.4.1	Contractual Requirements, general responsibilities and other time related obligations as a percentage of Works Order value (determined above):				
0.2.1		Allow for Time Related P&G's to a maximum of 15%	%	R 500 000,00		
TOTAL CARRIED FORWARD						R

Bill of Quantities

ITEM NO	PAYMENT REFERENCE	DESCRIPTION	UNIT	QTY	Rate	Amount (VAT Excl)
BROUGHT FORWARD						R
0.3	SANS 1200A	PROVISIONAL SUMS				
	8.5					
0.3.1		a) Community liasing officer/s (CLO/s)				
0.3.1.1	PSA 8.5	i) CLO/s salary (R6500-00/month)	Months	1	R 6 500,00	R 6 500,00
0.3.1.2		ii) Provision of CLO/s cellular phone	Months	1	R 500,00	R 500,00
0.3.2		b) Overheads charges and profit on item (a) above	%	R 7 000,00		
0.3.3		Training and skills development of general workers	Prov Sum	1	R 50 000,00	R 50 000,00
0.3.4		Overheads charges and profit on item (0.3.2 & 0.3.3) above	%	R 50 000,00		
0.3.5		c) Allowance for Satey Audits	Months	1	R 40 000,00	R 40 000,00
0.3.6		Overheads charges and profit on item (c) above	%	R 40 000,00		

Bill of Quantities

0.3.6	8.7	Dayworks				
		a) Labour				
0.3.6.1		i) Site Agent	hours	1		
0.3.6.2		ii) Qualified artisan/s	hours	1		
0.3.6.3		iii) Qualified mechanic/s	hours	1		
0.3.6.4		iv) Foreman, leader hand/s	hours	1		
0.3.6.5		v) Semi-skilled labour/s	hours	1		
0.3.6.6		vi) Labourer/s (Unskilled)	hours	1		
0.3.7		b) Plant hire: Work rates on Site				
0.3.7.1		i) Tipper truck/s (size 5.5m ³)	hours	1		
0.3.7.2		ii) Flatbed truck/s (7 ton)	hours	1		
0.3.7.3		iii) LDV/s	hours	1		
0.3.7.4		iv) Tractor loader backhoe (TLB)	hours	1		
0.3.7.5		v) Pedestrian roller/s	hours	1		
0.3.7.6		vi) Concrete mixer/s	hours	1		
0.3.7.7		vii) Wheelbarrow/s				

Contract

C2.2

Part C2: Pricing Data

Bill of Quantities

Tender No. 8/2/2/389ADD (2023-2026)

0.3.7.8		0-100m (0.06m ³)	hours	1		
0.3.7.9		101-200m (0.06 m ³)	hours	1		
0.3.7.10		viii) Chain-saw	hours	1		
0.3.7.11		vix) Garder(CAT 140G or similar	hours	1		
0.3.7.12		x) Motorised Roller	hours	1		
0.3.7.13		xi) Water Truck	hours	1		
0.3.7.14		xii) Air compressor with all tools, drills, jackhammers etc.	hours	1		
0.3.8		c) Materials for dayworks	Prov Sum	1	R 30 000,00	R 30 000,00
0.3.9		d) Overheads charges and profit on item c) above	%	R 30 000,00		
0.3.9.1		i) Compressor with capacity of 125cfm	hours	1		
0.3.9.2		ii) Water pump/s with 40mm outlet (diesel driven)	hours	1		
TOTAL CARRIED FORWARD						R

Bill of Quantities

ITEM NO	PAYMENT REFERENCE	DESCRIPTION	UNIT	QTY	Rate	Amount (VAT Excl)
BROUGHT FORWARD						R
0.3.9.3	SANS 1200A	iii) Welding unit (300Amp)	hours	1		
0.3.9.4		iv) 6KVA Diesel-driven generator set	hours	1		
0.3.9.5		d) Planthire: Transport cost to and from Site (Distance shall be measured one way only. Tenderer rates shall include for transport both to and from site)				
0.3.9.6		i) Low-bed truck/s (suitable for the transport of the	km	1		
0.3.9.7		ii) Tipper truck/s (size: 5.5m ³)	km	1		
0.3.9.8		iii) Flat-bed truck/s (size: 7ton)	km	1		
0.3.9.9		vi) LDV/s	km	1		
0.3.9.10		v) Concrete-mixer/s (small-towable)	km	1		
0.3.10		viii) Chain-saw	km	1		
0.3.10.1		e) Labour intensive				
0.3.10.2		i) Pick-axe	day	1		
		ii) Shovel	day	1		

Bill of Quantities

0.3.10.3		iii) Bucket (+/- 20ml)	day	1		
0.3.10.4		iv) Wheelbarrow	day	1		
0.4	SANS 1200A 8.8	TEMPORARY WORKS				
0.4.1	8.8.2 / PSA 8.11	Accommodation of Traffic	Sum	1		
0.4.2		Compliance with security requirements, rules and regulations for working within the area, including identification tags for all construction personnel.	Sum	1		
	8.8.4	Existing Services				
0.4.3		a) Provision of detecting devices for:				
0.4.3.1		i) Water and sewer pipes	Sum	1		
0.4.3.2		ii) Electrical and other cables	Sum	1		
0.4.4		b) Excavation by hand in all material to expose existing services	m ³	1		
0.4.5		d) Temporary protection of services	Sum	1		
0.4.6	8.8.5	Cost of Survey in Terms of the Land Survey Act (Provisional Sum)	Prov Sum	1	R 50 000,00	R 50 000,00
TOTAL CARRIED FORWARD						R

Bill of Quantities

ITEM NO	PAYMENT REFERENCE	DESCRIPTION	UNIT	QTY	Rate	Amount (VAT Excl)
BROUGHT FORWARD						R
0,5	SANS 1200A	QUALITY CONTROL TESTING				
		Fixed charge item				
0.5.1		Establish compaction control equipment on Site	Sum	1		
		Time related item				
0.5.2		Operate and maintain compaction control equipment for the duration of the Contract	Sum	1		
0.5.3		Use of independent soils testing laboratories for the classification of materials for the duration of the Contract.	Sum	1		
0.5.4		Compaction tests for bottom trenching and backfill	Sum	1		
0,6		ADDITIONAL PAYMENT ITEMS				
		Protection of Survey beacons/stand pegs and and submission of certificate from a registered land surveyor confirming non-disturbance of pegs	Sum	1		
0,7		ITEMS NOT MENTIONED				

Contract

C2.2

Part C2: Pricing Data

Bill of Quantities

Tender No. 8/2/2/389ADD (2023-2026)

0.7.1		Should the Tenderer wish to price any Item in connection with the work described in the General Conditions of Contract or the Specifications not specifically mentioned in this Schedule, he is to do so here, giving a brief description with quantities where applicable				
TOTAL CARRIED OVER TO SUMMARY						R

Bill of Quantities

1 SECTION 1: WATER RETICULATION						
ITEM NO	PAYMENT REFERENCE	DESCRIPTION	UNIT	QTY	Rate	Amount (VAT Excl)
1,1	SANS 1200DB	<u>WATER RETICULATION</u>				
		SITE CLEARANCE				
1.1.1		Clear and grub				
1.1.2		Strips 2m width	m	1		
1,2	SANS DB 1200	EXCAVATION				
1.2.1		Saw cut, remove and dispose of asphalt and stone crush base up to 200mm thickness	m ²	1		
1.2.2	8.3.2.a	Excavate in all materials for trenches, backfill, compact and dispose of surplus material				
		15mm - 450mm diam Pipe for the following depths:				
		Exceeding but Not Exceeding				
1.2.2.1		1.0m 1.5 m	m ³	1		
1.2.2.2		1.5 m 2.0 m	m ³	1		
1.2.2.3		2.0 m 2.5 m	m ³	1		
1.2.3	8.3.2.b	Extra-over item 1.2.1 above for:				

Bill of Quantities

1.2.3.1			Intermediate excavation	m ³	1		
1.2.3.2			Hard rock excavation	m ³	1		
1.2.4	8.3.2 c		Excavate and dispose of unsuitable material from trench bottom (Provisional)	m ³	1		
1.2.5	8.3.3		Excavation ancillaries				
			Make up deficiency in backfill material (Provisional)				
1.2.5.1			From other necessary excavations on site	m ³	1		
1.2.5.2			by importation from commercial	m ³	1		
1,3	SANS LB	1200	BEDDING				
1.3.1	8.2.1		Provision of bedding from trench excavation				
1.3.1.1			Selected granular material	m ³	1		
1.3.1.2			Selected Fill material	m ³	1		
1.3.2	8.2.2.3		Supply only of bedding by Importation from Commercial Source				
1.3.2.1			Selected granular material	m ³	1		
1.3.2.2			Selected fill material	m ³	1		
1.3.3			Extra-over item 1.3.1 for sieving backfill material where ordered by the engineer	m ³	1		

Contract

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Part C2: Pricing Data

Bill of Quantities

Tender No. 8/2/2/389ADD (2023-2026)

1,4		FINISHES				
1.4.1	PSDB8.3.6.1	a) Reinstatement of road cut, all layers in accordance with detail on the drawings	m ²	1		
1.4.2	PSDB8.3.6.1	b) Reinstatement of asphalt, complete.	m ²	1		
1.4.3	PSDB8.3.6.1	c) Re-instate all types of kerbing, complete	m	1		
TOTAL CARRIED FOWARD						R

Bill of Quantities

ITEM NO	PAYMENT REFERENCE	DESCRIPTION	UNIT	QTY	Rate	Amount (VAT Excl)
BROUGHT FORWARD						R
1,5	SANS 1200 L	MEDIUM- PRESSURE PIPELINES				
1.5.1	8.2.1	Collect from MLM, store, lay and bed pipes on flexible pipe bedding complete with coupling, testing and disinfecting uPVC Class 16				
1.5.1.1		450 mm	m	1		
1.5.1.2		400 mm dia	m	1		
1.5.1.3		350mm dia	m	1		
1.5.1.4		315mm dia	m	1		
1.5.1.5		300 mm dia	m	1		
1.5.1.6		250 mm dia	m	1		
1.5.1.7		200 mm dia	m	1		
1.5.1.8		160 mm dia	m	1		
1.5.1.9		110 mm dia	m	1		
1.5.1.10		90 mm dia	m	1		
1.5.1.11		75 mm dia	m	1		
1.5.1.12		63 mm dia	m	1		
1.5.1.13		50 mm dia	m	1		
1.5.1.14		40 mm dia	m	1		
1.5.1.15		32 mm dia	m	1		
1.5.1.16		25 mm dia	m	1		
1.5.1.17		20 mm dia	m	1		
1.5.1.18		15 mm dia	m	1		

Bill of Quantities

1.5.2	8.2.2	FITTINGS				
		Collect and install all fittings (provided with couplings as prescribed by manufacturers & be Class 16.)				
1.5.2.1		Bends				
1.5.2.1.1		90 deg:	No.	1		
1.5.2.1.2		315 mm dia	No.	1		
1.5.2.1.3		250 mm dia	No.	1		
1.5.2.1.4		200 mm dia	No.	1		
1.5.2.1.5		160 mm dia	No.	1		
1.5.2.1.6		110 mm dia	No.	1		
1.5.2.1.7		90 mm dia	No.	1		
1.5.2.1.8		75 mm dia	No.	1		
1.5.2.1.9		63 mm dia	No.	1		
1.5.2.1.10		50 mm dia	No.	1		
1.5.2.2		45 deg:				
			No.	1		
1.5.2.2.1		315 mm dia	No.	1		
1.5.2.2.2		250 mm dia	No.	1		
1.5.2.2.3		200 mm dia	No.	1		
1.5.2.2.4		160 mm dia	No.	1		
1.5.2.2.5		110 mm dia	No.	1		
1.5.2.2.6		90 mm dia	No.	1		
1.5.2.2.7		75 mm dia	No.	1		
1.5.2.2.8		63 mm dia	No.	1		
1.5.2.2.9		50 mm dia	No.	1		
1.5.2.3		22,5 deg:				

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Part C2: Pricing Data

Bill of Quantities

Tender No. 8/2/2/389ADD (2023-2026)

1.5.2.3.1	315 mm dia	No.	1		
1.5.2.3.2	250 mm dia	No.	1		
1.5.2.3.3	200 mm dia	No.	1		
1.5.2.3.4	160 mm dia	No.	1		
1.5.2.3.5	110 mm dia	No.	1		
1.5.2.3.6	90 mm dia	No.	1		
1.5.2.3.7	75 mm dia	No.	1		
1.5.2.3.8	63 mm dia	No.	1		
1.5.2.3.9	50 mm dia	No.	1		
TOTAL CARRIED FOWARD					R

Bill of Quantities

ITEM NO	PAYMENT REFERENCE	DESCRIPTION	UNIT	QTY	Rate	Amount (VAT Excl)
BROUGHT FORWARD						R
1.5.2.4		Collect and Install T-pieces (CI, Upvc or similar approved) :				
1.5.2.4.1		315 x 315				
1.5.2.4.2		250x 250	No.	1		
1.5.2.4.3		200 x 200	No.	1		
1.5.2.4.4		160 x 160	No.	1		
1.5.2.4.5		110 x 110	No.	1		
1.5.2.4.6		90 x 90	No.	1		
1.5.2.4.7		75 x 75	No.	1		
1.5.2.4.8		63 x 63	No.	1		
1.5.2.4.9		160 x 110	No.	1		
1.5.2.4.10		110 x 90	No.	1		
1.5.2.4.11		110 x 75	No.	1		
1.5.2.4.12		110 x 63	No.	1		
1.5.2.4.13		63 x 63	No.	1		
1.5.2.4.14		90 x 75	No.	1		
1.5.2.4.15		75 x 75	No.	1		
1.5.2.4.16		75 x 63	No.	1		
1.5.2.4.17		63 x 50	No.	1		
1.5.2.4.18		50 x 50	No.	1		
1.5.2.4.19		25 x 25	No.	1		
1.5.2.5		Collect and Install Class 16 CI or Upvc Repair Couplings				
1.5.2.5.1		315 mm	No.	1		

Bill of Quantities

1.5.2.5.2	250 mm	No.	1		
1.5.2.5.3	200 mm	No.	1		
1.5.2.5.4	160 mm	No.	1		
1.5.2.5.5	110 dia	No.	1		
1.5.2.5.6	90 dia	No.	1		
1.5.2.5.7	75 dia	No.	1		
1.5.2.5.8	63 dia	No.	1		
1.5.2.5.9	50 dia	No.	1		
1.5.2.5.10	25 dia	No.	1		
1.5.2.5.11	20 dia	No.	1		
1.5.2.6	Class 16 Saddles: Collect and Install uPVC Saddles : For uPVC Pipe to install stand pipes drilled for 25 mm OD HDPE Pipe Fitting				
1.5.2.6.1	250 dia	No	1		
1.5.2.6.2	200 dia	No	1		
1.5.2.6.3	160 dia	No	1		
1.5.2.6.4	110 dia	No	1		
1.5.2.6.5	90 dia	No	1		
1.5.2.6.6	75 dia	No	1		
1.5.2.6.7	63 dia	No	1		
1.5.2.6.8	50 dia	No	1		
1.5.2.6.9	25 dia	No	1		
1.5.2.6.10	20 dia	No	1		
1.5.2.6.11	15 dia	No	1		
1.5.2.7	End Caps				
1.5.2.7.1	200 dia	No	1		
1.5.2.7.2	160dia	No	1		

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Part C2: Pricing Data

Bill of Quantities

Tender No. 8/2/2/389ADD (2023-2026)

1.5.2.7.3		110 dia	No	1		
1.5.2.7.4		90 dia	No	1		
1.5.2.7.5		75 dia	No	1		
1.5.2.7.6		63 dia	No	1		
1.5.2.7.7		50 dia	No	1		
1.5.2.7.8		25 dia	No	1		
1.5.2.7.9		20 dia	No	1		
TOTAL CARRIED FOWARD						R

Bill of Quantities

ITEM NO	PAYMENT REFERENCE	DESCRIPTION	UNIT	QTY	Rate	Amount (VAT Excl)
BROUGHT FORWARD						R
1.5.2.8		Class 16 Valves: Collect and install valve, valve box / chamber, joint, incl cut pipes where necessary, test, water works pattern RSV, left hand closing, non-rising spindle, with cap top Plain-ended valves incl couplings for pipe sizes:				
1.5.2.8.1		300 mm dia	No	1		
1.5.2.8.2		250 mm dia	No	1		
1.5.2.8.3		200 mm dia	No	1		
1.5.2.8.4		160 mm dia	No	1		
1.5.2.8.5		110 mm dia	No	1		
1.5.2.8.6		90 mm dia	No	1		
1.5.2.8.7		75 mm dia	No	1		
1.5.2.8.8		63 mm dia	No	1		
1.5.2.8.9		50 mm dia	No	1		
1.5.2.9		VJ Adaptor Couplings / Joints				
1.5.2.9.1		300 mm dia	No	1		
1.5.2.9.2		250 mm dia	No	1		
1.5.2.9.3		200 mm dia	No	1		
1.5.2.9.4		160 mm dia	No	1		
1.5.2.9.5		110 mm dia	No	1		
1.5.2.9.6		90 mm dia	No	1		
1.5.2.9.7		75 mm dia	No	1		

Bill of Quantities

1.5.2.9.8		63 mm dia	No	1		
1.5.2.9.9		50 mm dia	No	1		
1.6	PSD 5.2.2.1 (f)	HORIZONTAL DRILLING				
1.6.1		Installation of pipe through horizontal drilling in all materials				
1.6.1.1		Suitable diameter HDPE PN10 PE100 SLEEVE				
1.6.1.1.1		450 mm	m	1		
1.6.1.1.2		400 mm dia	m	1		
1.6.1.1.3		350mm dia	m	1		
1.6.1.1.4		315mm dia	m	1		
1.6.1.1.5		300 mm dia	m	1		
1.6.1.1.6		250 mm dia	m	1		
1.6.1.1.7		200 mm dia	m	1		
1.6.1.1.8		160 mm dia	m	1		
1.6.2		Ancillaries				
1.6.2.1		Anchor / thrust blocks Grade 15/20MPa concrete	m ³	1		
TOTAL CARRIED OVER TO SUMMARY						R

Bill of Quantities

2 SECTION 2: CONSTRUCTION ANCILLARIES						
ITEM NO	PAYMENT REFERENCE	DESCRIPTION	UNIT	QTY	Rate	Amount (VAT Excl)
2,1	SANS 1200L, PS 1	<u>CONSTRUCTION ANCILLARIES</u>				
2.1.1	PS 1.1	Supply and pour 20 Mpa concrete for foundations and other structures	m ³	1		
2.1.2	PS 1.1	Supply and pour 20 Mpa concrete for the cover slab	m ³	1		
2.1.3	PS 1.3	Supply and fix high tensile re-inforcement steel	ton	1		
2.1.4	PS 1.2	Build double brick wall	m ²	1		
2.1.5		Extra over for face brick	m ²	1		
2.1.6	PS 1.6	Applying of 25 mm screed on floors	m ²	1		
2.1.7	PS 1.5	Installation of a drainage system	Unit	1		
TOTAL CARRIED OVER TO SUMMARY						R

Tender No. 8/2/2/389ADD (2023-2026) **Bill of Quantities**

BILL OF QUANTITIES		AMOUNT
SECTION 0	PRELIMINARY AND GENERAL.....	R.....
SECTION 1	WATER NETWORK.....	R.....
SECTION 2	CONSTRUCTION ANCILLARIES	R.....
NETT TOTAL OF TENDER		R.....
ALLOWANCE FOR VAT 15%.....		R.....
CARRIED TO PART C1.1 Form of Offer and Acceptance		R.....

Summary of Bill of Quantities

**TIME FOR COMPLETION OF CONTRACT:
AS STATED IN THE FORM OF OFFER AND ACCEPTANCE (PAGE 108).**

SIGNED BY/ON BEHALF OF TENDERER

NAME

SIGNATURE

DATE

COMPANY STAMP

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 263 pages (including the Bill of Quantities) in consecutive order upon which my/our tender for the **CONTRACT NO: 8/2/2/389ADD (2023-2026)** has been based.

SIGNED BY/ON BEHALF OF TENDERER

NAME

SIGNATURE

DATE

Part C3: Scope of WorkTender No. 8/2/2/389ADD (2023-2026)

Part C3: Scope of Work

		<u>Page</u>
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C3.1.1	Employer's Objectives	167
C3.1.2	Overview of the Works	167
C3.1.3	Extent of the Works	167
C3.1.4	Location of the Works	167
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C3.5	Annexes	175

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

Part C3: Scope of Work

Tender No. 8/2/2/389ADD (2023-2026)

C3.1. Description of the Works

C3.1.1 Employer's Objectives

The objective of the employer is to appoint an additional service provider for the construction of portable water pipelines for a period not exceeding the date of award to June 2026 within the Midvaal Local Municipality. Midvaal LM will issue all pipe and fitting material to the contractors/Allow the contractor to purchase the material and compensate the contractor a handling fee not more 15%. Any existing roadways or paving that result from the contractor performing their work shall be reinstatement to a standard acceptable to Midvaal LM.

C3.1.2 Overview of the Works

The Works comprises the collection of material (from Midvaal LM depo)/purchasing of material and construction of various diameter water pipelines (at Various sites within Midvaal LM) as will be indicated in the official purchase order for a task.

C3.1.3 Extent of the Works

Tenderers must make provision to work randomly and without delay within the Midvaal Local Municipal area.

Water pipes will be installed within an existing built-up area and allowance must be made accordingly. Pipe routes drawing will be provided by Midvaal LM only to the successful bidders.

C3.1.4 Location of the Works

The works is located within the Midvaal Local Municipal area.

Part C3: Scope of Work Construction

Tender No. 8/2/2/389ADD (2023-2026)

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 nd revision)	: Earthworks (Pipe Trenches)
SANS 1200	G	-	1982	: Concrete (Structural)
SANS 1200	L	-	1983	: Medium-pressure Pipelines
SANS 1200	LB	-	1983	: Bedding (pipes)
SANS 1200	LD	-	1982	: Waters
SANS 1200	LF	-	1983	: Erf Connections (Water)
SANS 1200	LG	-	1983	: Pipe Jacking
SANS 1200	M	-	1996 (1 st revision)	: Roads (General)
SANS 1200	ME	-	1981	: Subbase
SANS 1200	MF	-	1981	: Base
SANS 1200	MG	-	1996(1 st revision)	: Bituminous Surface Treatment
SANS 1200	MH	-	1996(1 st revision)	: Asphalt Base and Surfacing
SANS 1200	MJ	-	1984	: Segmented Paving

These Specifications are not issued with this volume but are available at the Tenderer's expense from: South African Bureau Standards.

Office Address:

1 Dr Lategan Road
Groenkloof
PRETORIA

Postal Address:

Private Bag X191
PRETORIA 0001

Telephone:

National: (012) 428-6883
International: + 27 12 428 6883

Part C3: Scope of Work Construction

Tender No. 8/2/2/389ADD (2023-2026)

Telefax:

National: (012) 428-6928

International: + 27 12 428 6928

Email: sales@SANS.co.za

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

Midvaal's water network comprises mostly of 63mm to 450mm diameters and these will be available from the municipal depots or stores for inspections and collections.

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 regarding the position of existing services. Water pipes will be installed in street reserves.

C3.2.3.2 Treatment of Existing Services

Any services interfering with the new water pipes or Waters 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 –

Part C3: Scope of Work Construction

Tender No. 8/2/2/389ADD (2023-2026)

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 through Midvaal LM Engineering department obtain way leaves 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.

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 A29 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 R160 per day.
- (c) Tasks established by the contractor must be such that:
 - (i) the average worker completes 5 tasks per week in 40 hours or less; and
 - (ii) 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:
 - (i) where the head of the household has less than a primary school education;
 - (ii) that have less than one full time person earning an income;
 - (iii) where subsistence agriculture is the source of income.
 - (iv) 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:
 - (i) 60 % women;
 - (ii) 20% youth who are between the ages of 18 and 25; and
 - (iii) 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

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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.

- 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.

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C3.3.4.2 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

- (i) 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.
- (ii) 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

- (i) 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.

- (ii) 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.

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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 Director/Assistant Director Technical Support 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

PS 1 Chamber Construction**PS 1.1 Concrete for slab**

The required concrete strength shall be 20 MPa with 19 mm aggregates for the footings. The aggregates shall comply with relevant requirements of SANS 1083. Cement shall comply with SANS 471 Portland cement or SANS 626 Portland blast-furnace cement or SANS 831 Portland cement 15 and rapid-hardening portlant cement 15. The water shall be clean and free from injurious amounts of acids, alkalis, organic matter, and other substances that may impair the strength of durability of concrete. The concrete slab to cover an area of 3.5m wide and 6m long.

The damp-proof course should cover the total area for the concrete slab. The bottom of the DPC should be clear, even and free from overhanging that may damage to the damp-proof course. Be composed of material like bitumen or polythene sheets. Both foundation and cover lab to cover an equal area.

PS 1.2 Double brickwork

The bricks shall be common bricks with a solid shape and be 222 mm long x 106 mm wide x 73 mm high with a compressive stress of 7 MPa. The stretcher bond shall be applied in the half brickwork construction. Cement shall comply with SANS 471 Portland cement or SANS 626 Portland blast-furnace cement or SANS 831 Portland cement 15 and rapid-hardening Portland cement 15. The water shall be clean and free from injurious amounts of acids, alkalis, organic matter, and other substances that may impair the strength of the mortar. The sand shall comply with SANS 1090 be evenly graded from 5 mm downwards without excess of dust or other fine material. The mortar class II shall be applied and be 10 mm thick and comply with SANS 0164. The area to be covered by the single brickwork shall be 1,8 m high by 9.5 m length with brick force (150 mm width) on every third layer.

PS 1.3 Supply and installation of Ref 193 Mesh

The required mesh reinforcement shall comply with SANS 1024:2006, mesh no. 193 with a 1.93 Kg/m² (3500 mm x 6000 mm). The mesh will be installed on the slab, shall have a cover of 50 mm.

PS 1.4 Compaction

The base of the excavation should be compacted to 93% MOD AASHTO prior to casting the foundation slab. The area of compaction to cover an area of 5.5m wide and 8m long.

PS 1.5 Supply of a drainage system

A 50mm HDPE diameter pipe to be used to channel water out of the chamber into a 1m (L) x1m (B) x600mm depth aggregates (outside the chamber) to promote filtration for drainage purposes. The outlet pipe to be constructed on a reasonable slope to promote gravitational flow.

PS 1.6 Screeding

The screed should be 25mm thick with both longitudinal ends of the of the floor slab sloping towards the centre of chamber and towards the shortest edge of the to enable drainage. The mixture of the screed should 1:4 (cement: sand mix ratio) of Portland cement and building river sand.

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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 Director/Assistant Director Technical Support and/or such person or persons or their successors duly appointed by the Employer in writing.

The terms "ESCOM", "ESC" and "Electricity Supply Commission" shall mean "Eskom".

GCC: General Conditions of Contract 3rd Edition (2015)

PSA 2.4b Abbreviations**Add to Sub-clause 2.4(b):**

"MAMDD: 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.

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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 pipes, fittings and materials used in the Works, must bear the official standardisation mark of South Africa National Standards where applicable. The mark on a pipe shall be visible from above after the pipe 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. Pipes 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. uPVC pipes and related fittings 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.

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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. 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.

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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 service household ends, manholes, valves, hydrants and the like 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 water pipelines. 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 water pipelines or tanks for various pipe sizes. 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:

All completed pipelines shall be satisfactorily tested hydrostatically and no payment in respect of pipe laying or the supply of pipes and fittings on any section of pipeline shall be made until such tests have been completed.

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Hydrostatic tests shall be carried out on approved suitably sized completed sections of the Works as pipe laying proceeds.

The Contractor shall be responsible for arranging all aspects of hydrostatic testing and for the supply of all equipment, materials and labour required.

The water mains shall be carefully and slowly charged with potable water supplied by the Council, so that all air is expelled and shall then be allowed to stand full for at least 48 hours before pressure testing is commenced.

Joints shall remain exposed during testing. Except where unavoidable, testing shall not be carried out against closed valves and the Contractor shall make provision for the installation of blank flanges to comply with this requirement. Care shall be taken to strut and support the mains wherever necessary during testing such as at the end of pipelines, at bends etc.

The pressure shall be applied by a manually operated force pump or by a power driven pump which not be left unattended during testing. The Contractor shall ensure that pressure gauges are accurately calibrated before testing commences and precautions shall be taken to ensure that required test pressures are not exceeded. Means of measuring the quantity of make-up water pumped into the pipelines during testing shall be provided.

The test pressure for field testing shall be 1,5 times the maximum working pressure.

The test pressure applied over any section under test, taking any differences in elevation along the pipeline into account shall be such that the pressure at any point along the section is not more than 1,5 times the maximum design working pressure at these points.

The test pressure shall be maintained by the pump for at least one hour and during this period the quantity of make up water required to maintain the test pressure in the mains shall be measured and all joints shall be carefully inspected for signs of leakage.

The hydrostatic test shall be regarded as satisfactory if the amount of make up water required during the testing period does not exceed 0,005 litres per millimetre of diameter per kilometre of length of pipelines making up the section for every 30 metres head of water and if no visible leaks are observed at joints, fittings valves, etc. If any hydrostatic test is unsatisfactory in any regard, the Contractor shall carry out all necessary remedial measures to approval and the test shall be repeated, all at his expense.

All visible leaks shall be made good and any pipe, special, or fitting found to be defective shall be removed and replaced at the Contractor's expense.

Water used for hydrostatic testing shall be disposed of in an approved manner without causing damage, nuisance or injury.

Where the Engineer is called to witness certain control tests, such as the pressure testing of a pipeline, and the results of such tests do not comply with the specifications, then the Client reserves the right to recover costs for the Engineers presence at the unsuccessful test from the Contractor.

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.

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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.

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.

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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

Part C3: Scope of Work Engineer's Office

Tender No. 8/2/2/389ADD (2023-2026)

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

N/A

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 Engineer shall supply a site instruction book for specific use on the Site. 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.

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.

Part C3: Scope of Work Engineer's OfficeTender No. 8/2/2/389ADD (2023-2026)

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 8.2.3 Office Building

N/A

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.

Part C3: Scope of Work Site Clearance (SANS 1200C)Tender No. 8/2/2/389ADD (2023-2026)

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. A strip up to 1.5m wide on either side of the trench edges of the pipes 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 water pipes 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.

Part C3: Scope of Work Site Clearance (SANS 1200C)Tender No. 8/2/2/389ADD (2023-2026)

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.

Part C3: Scope of Work Earthworks (SANS 1200D)

Tender No. 8/2/2/389ADD (2023-2026)

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.

Part C3: Scope of Work Earthworks (SANS 1200D)Tender No. 8/2/2/389ADD (2023-2026)

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 concret

PSD 5.2.2.1 (f) Pipe Installation of cable sleeves under roads, highways and railways.

- Gravity lines for sewers and stormwater.
- Pressure lines and drinking water supply.
- Gas.
- Crossing underneath rivers and other waterways is also frequently performed.

In areas where the water pipes have to cross the roads, HDD method will be used such that the surface levels of the roads remain undisturbed. Proper instruments should be utilized to detect any existing services such as electric cables, telecommunication cable and any other municipal services that might be intersecting the servitude.

Part C3: Scope of Work Earthworks (SANS 1200D)

Tender No. 8/2/2/389ADD (2023-2026)

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% 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

Part C3: Scope of Work Earthworks (SANS 1200D)

Tender No. 8/2/2/389ADD (2023-2026)

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.

Part C3: Scope of Work Earthworks (SANS 1200D)

Tender No. 8/2/2/389ADD (2023-2026)

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.

Part C3: Scope of Work Earthworks (Pipe Trenches) (SANS 1200DB)

Tender No. 8/2/2/389ADD (2023-2026)

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.

Part C3: Scope of Work Earthworks (Pipe Trenches) (SANS 1200DB)

Tender No. 8/2/2/389ADD (2023-2026)

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 ² (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.

Part C3: Scope of Work Earthworks (Pipe Trenches) (SANS 1200DB)

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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 for pipe laying 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.

Add the following to clause 8.3.2(b) of SANS 1200 DB after "2) Hard Rock excavation":

PSDB 8.3.2(b) 3) Dispose of excess material at Municipal Dump SiteUnit : m3

The volume of material shall be calculated from the trench width determined in accordance with SANS 1200 DB 8.2.3 and the volume of displaced material displaced either by the pipe, combination of pipe and commercial bedding and/or deficient backfill material ordered to be replaced by the Engineer. The rate shall cover the additional cost of disposing of excess material from trench excavations, which cannot be reasonably disposed of on site, at a Municipal Dump Site. The rate shall make full compensation for all loading, unloading and dumping

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rates applicable to dispose of the excess material at a Municipal Dump Site. Transport of the material will be paid under overhaul if the distance from the boundaries of the site of the work exceeds 10 km.

Add the following after clause SANS 1200 DB 8.3.3.1 :

PSDB 8.3.3.1(a) Extra over item 8.3.3.1 above for construction of Soilcrete (3%) where ordered by the EngineerUnit : m3

The tendered rate shall make full compensation for the construction of soilcrete backfill (3% by Volume) where ordered by the Engineer. The volume will be calculated according to the base-width determined in accordance with PSDB 5.2 and the height will be taken from the top of the bedding to the bottom of the road layer works

Add the following Payment Clauses:

PSDB 8.3.8 Crushed stone bedding layer and geofabric blanketUnit: m³/m²

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 the length multiplied by the specified thickness and specified minimum base width.

The rate shall cover the cost of all additional excavation and preparation of the trench bottom to accommodate the layer of stone, the removal of unsuitable material, the supply and placing of a layer of stone at least the specified thickness over at least the specified width and all related activities in order to produce a stable platform.

Where the Engineer has authorized the use of geotextile filter blanket, this will be measured by area as indicated on the drawings. The rate shall include the cost of supply, placing and losses as a result of overlaps and over excavated trench widths.

PSDB 8.3.11 Reinstate the following surfaces using the existing stockpiled materials Unit : Various

Various surfaces shall be scheduled.

The rate shall make full compensation for reinstating various surfaces from stockpiles complete including all labour, additional materials required, etc.”

Part C3: Scope of Work Earthworks (Roads, Subgrade) (SANS 1200 DM)

Tender No. 8/2/2/389ADD (2023-2026)

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. The unit rate tendered shall include all procurement related costs, including haulage. The material quality shall comply with that of a 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 5.2.3 Treatment of Roadbed

PSDM 5.2.3.3 Treatment of Roadbed

a) Preparation and compaction of road bed

Substitute the first paragraph of DM 5.2.3.3(a) with the following:

The roadbed shall be scarified to a depth of 250 mm, watered, shaped and compacted to 93 % of AASHTO density (100 % for sand), except where otherwise ordered by the Engineer.

Where the existing subgrade material does not conform with the G9 specifications as per the TRH 20, the Contractor is to notify the Engineer and request approval for inclusion of a selected sub-grade layer. In this case the box floor shall be levelled and compacted with two passes of a vibratory roller.

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.

**Part C3: Scope of Work Earthworks (Roads, Subgrade)
(SANS 1200 DM)**Tender No. 8/2/2/389ADD (2023-2026)

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 8 MEASUREMENT AND PAYMENT**PSDM 8.3 SCHEDULED ITEMS****PSDM 8.3.6 Extra-over Items 8.3.4 and 8.3.5 for excavating and breaking down material in****Delete Item a) 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 normal excavation (8.3.4 or 8.3.5 as appropriate).

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).

Part C3: Scope of Work Medium Pressure Pipelines (SANS 1200 L)

Tender No. 8/2/2/389ADD (2023-2026)

PSL MEDIUM PRESSURE PIPELINES (SANS 1200 L)

PSL 3 MATERIALS

PSL 3.4.3 Valves and Valve Chambers

All gate valves, air valves, scour valves, pressure reducing valves and chambers shall be as per the Midvaal LM requirements.

PSL 3.7.1 uPVC or mPVC Pipes

Add the following to the Sub-clause:

1. uPVC or mPVC Pipes and fittings shall be fitted with spigot and socket rubber ring joints and shall comply with the relevant requirements of SANS 966:1 and SANS 966:2 respectively.
2. Pipe ends to be sealed

At the end of each working period, the pipe ends should be sealed off to keep the pipeline clean and to prevent animals or foreign material from entering.

PSL 3.8.3 Flanges and accessories

All flanges, not jointing to existing flanges, shall be in accordance with SANS 1123, Table 1600/3. The Contractor shall be responsible for ensuring that the flange drillings on all pipeline components including valves, fittings, specials and fixtures etc. are compatible.

All gaskets for flanged joints shall be 3mm thick, full face rubber insertion in accordance with the requirements of BS 3063.

Where services are relocated or connected to existing pipes, the type, drilling pattern and sizes of flanges or special valves shall match those of existing flanges and valves and shall be determined on site by the Contractor prior to ordering of materials.

All bolts and nuts for jointing of pipe flanges shall be in accordance with SANS 1700.

PSL 3.8.4 Loose Flanges

Substitute the first sentence of the last paragraph of L 3.8.4 with the following:

Bolts and nuts shall comply with the requirements of SANS 135.

PSL 3.9.2 Field Joints and Specials, Valves and Couplings

PSL 3.9.2.4 External and internal protection (additional clause)

All field joints and specials, valves and couplings shall be internally and externally protected with a workshop applied solvent free epoxy lining with a minimum thickness of 300 microns. They shall be externally wrapped with "DENSO" petrolatum tape or approved similar. The application shall be strictly in accordance with the manufacturer's requirements. A polyethylene tape of 300 microns minimum shall then be spirally wrapped over the petrolatum tape and fixed to the clean pipe ends with pressure sensitive tape.

PSL 3.9.5 Joints, Bolts, Nuts And Washers

Substitute Sub-clause 3.9.5 with the following:

All joints, bolts, nuts and washers shall be cadmium-plated or stainless steel.

PSL 3.9.5 Joints, Bolts, Nuts and Washers

- Corrosion treatment of mating flange surfaces

By retaining the gramophone finish on the mating surfaces of flanges a water tight flanged joint is assured at time of installation.

Part C3: Scope of Work Medium Pressure Pipelines (SANS 1200 L)

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Where valve suppliers would not be able to retain such a finish due to the application of corrosion protection, the mating surfaces may be left unpainted with the application of a rust inhibitor only.

- Hot dip galvanizing of bolts, nuts and washers

All bolts, nuts and washers shall be hot-dip galvanized in accordance with SANS 121. Under no circumstances shall electro-plating be accepted as an alternative means of corrosion protection.

PSL 3.9.6 Corrosive soil

Where specified by the Engineer steel pipes, pipe fittings and steel flanges in contact with soil shall over and above the protection described above be protected with "DENSO" petrolatum tape or approved similar. Application shall be strictly in accordance with manufacturer's requirements. A polyethylene tape of 300 microns minimum shall then be spirally wrapped over the petrolatum tape and fixed to the clean pipe ends with pressure sensitive tape.

PSL 3.10 VALVES

PSL 3.10 Valves and Hydrants

Add the following sub-clauses to Clause 3.10:

PSL 3.10.1 Gate Valves

All gate valves shall comply with the requirements of SANS 664 and shall be suitable for a working pressure of 1.6MPa. All gate valves must be supplied with a square spindle nut, suitable to be used with a valve key.

Gate valves up to 200mm dia. shall have spigot ends. Valves over 200mm dia. shall be flanged. Valves shall open clockwise. The direction for opening and closing shall be permanently displayed on the valves. Valves shall have non-rising spindles.

Resilient seal valves must be used for valves up to 250mm dia. and wedge gate valves for valves over 250mm dia.

All flanged gate valves shall be drilled according to SANS 1123 Table 1000. Pipes shall not be tested against a closed valve. Thrust blocks for test sections shall be approved by the Supervisor prior to testing of pipes.

Unless otherwise scheduled, gate valves over 250mm diameter shall be of wedge gate type, multi stage open spur gear driven with a 6:1 minimum gear ratio, double flanged with ductile iron bodies and cover and gunmetal trim, and shall conform with all relevant sections of SANS 664 or BS 5163, specifications and subsequent amendments. Flanges shall be drilled to BS4504 or SANS 1123 for 16 bar working pressure as specified, and compatible with pipework flanges. Gate valves do not require integral bypasses.

Gate valves shall be of the wedge gate type, Premier, VOSA or similar approved. Approval shall only be given for the specified or equivalent valves from well established and well known manufacturers with a proven record of supply and service of equivalent products within the southern African region. Valves shall be Class 16 as specified or shown on the drawings, anti-clockwise closing, and shall have non-rising spindles of high quality high tensile manganese bronze. The direction of closing shall be cast into the handwheel (where specified) or valve casing with the words "OPEN" and "CLOSE" respectively. The gate shall be guided within the body of the valve to fit accurately onto the seat and to avoid possible buckling. Where extended spindles are required, they shall be suitably supported to prevent swaying and buckling, and to guarantee the intended use of the valve. All gate valves shall be drop tight when tested in accordance with the requirements of BS 5163.

All valves shall be capable of being operated manually with a maximum applied torque of 150Nm for valves with a nominal diameter of more than 450mm and 100Nm for valves with a nominal diameter less than 450mm.

Valves shall be blast cleaned according to the epoxy coating manufacturer's recommendations and protected from corrosion by the application of an internal and external two pack epoxy coating of dry film thickness not less than 300 microns.

Flanged valves shall be complete with galvanized bolts and nuts, gaskets and insertion rings.

All isolating valves for air valves shall be supplied with a cast iron hand wheel. All other valves shall be provided with a cap top for use with a valve key.

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PSL 3.10.2 Air Valves

Air release and vacuum break valves shall be double orifice with anti-shock orifice mechanism, of type "Vent-O-Mat Series RBX" or similar approved with flanged inlets drilled in accordance with SANS 1123 Table 1600 and rated for a minimum of 16 bar working pressure.

The top and lower flange shall be of mild steel and the barrel of stainless steel.

The valve shall have an integral surge alleviation mechanism which shall operate automatically to limit transient pressure rise or shock induced by closure due to high velocity air discharge or the subsequent rejoining of separated water columns. The limitation of pressure rise must be achieved by deceleration of approaching water prior to valve closure.

The intake/discharge orifice area shall be equal to the nominal size of the valve.

The inlet shall be fitted with an isolating valve, which may NOT be of RSV type, with vertical spindle, key operated from above.

Air valves shall be able to withstand twice the maximum rated pressure and must provide a positive drop tight closure from a minimum pressure of 50 kPa up to the maximum rated pressure by means of a bias mechanism to prevent leaking.

PSL 3.10.3 Pressure Reducing Control Valves

Pressure reducing control valves (SINGER or equivalent) shall be double flanged with ductile iron bodies and covers and shall have stainless steel internals. Flanges shall be drilled in accordance with SANS 1123 Table 1600 and rated for a minimum of 16 bar working pressure. The valve shall be supplied complete with valve position indicator and pressure gauge.

Valves shall be capable of modulating flows over a wide range without noise or vibration in order to achieve the desired reduction in outlet pressure by means of a diaphragm and pilot valve arrangement.

Valves shall be protected from corrosion by the application of a fusion bonded epoxy internal and external coating of dry film thickness not less than 250 microns.

The pressure valves assembly consisting of valves installed in a parallel manifold system shall reduce inlet pressure from a maximum of 85 metres to an outlet pressure of 30 metres for flows ranging from zero to a maximum of 1 178 /s.

Approval shall only be given for the specified or equivalent valves from well-established and well known manufacturers with a proven record of supply and service of equivalent products.

PSL 3.10.4 Strainers

Strainers (SINGER or equivalent) shall be double flanged with cast steel bodies and covers and shall have stainless steel internals. Flanges shall be drilled in accordance with SANS 1123 Table 1600 and rated for a minimum of 16 bar working pressure. The function of the strainer is to protect the downstream pressure reducing valve from foreign debris and matter in the flow stream.

Strainers shall be protected from corrosion by the application of a fusion bonded epoxy internal and external coating of dry film thickness not less than 250 microns.

Approval shall only be given for the specified or equivalent strainers from well-established and well known manufacturers with a proven record of supply and service of equivalent products.

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PSL 3.12 Meters

PSL 3.12.1 Flow Meters

Magnetic Flow Meters specified shall be IP68 rated Endress & Hauser or similar approved magnetic flow type meters suitable for measuring flows in the ranges specified and for installation in a pipelines of diameter specified. The unit shall be capable of link up to the existing telemetry system and shall have 2 x 4 to 20mA outputs and two relays.

Measurement accuracy shall be within 0.2%. Maximum head loss through the meter and taper sections (if any) shall not be greater than 0.3m.

The rate tendered shall include for selection, supply and fitting of the meter with all necessary fittings and specials to fit the meter in a nominal 600mm diameter pipe, linking up to power supply, link up to the existing telemetry system located within 50m, including all necessary fittings and sundries to provide a complete working installation, testing and commissioning.

Mechanical flow meters, where specified, shall be able to provide pulsed output for continuous flow rate monitoring suitable for telemetry link-up. Flanged in-line strainers shall be provided with all mechanical flow meters installed. The strainers shall have removable components to allow access for cleaning and maintenance without removing the flanged strainer body."

The rate tendered shall include for selection, supply and fitting of the mechanical meter with all necessary fittings, specials and sundries to provide a complete working installation, testing and commissioning. Supply and installation of strainers shall be measured separately.

PSL 4 PLANT

PSL 4.3 TESTING

Add the following to PSL 4.3

The Contractor must ensure that the test equipment is in good order and that it is calibrated and the calibration certificate should be submitted to the Engineer before any testing commence.

PSL 5 CONSTRUCTION

PSL 5.1 Laying

PSL 5.1.1 General

In addition to the provisions of Sub-clause 5.1.1 of SANS 1200 L the following shall apply:

The laying of pipe lines shall be performed only by a qualified person who is registered by the company as an artisan in the plumbing or pipefitting trades or who is qualified by the reason of having attended and passed the course in pipe laying of the Civil Engineering Industry Training Board (CEITB) or a qualified Civil Engineer/Technician.

1. Pipe-laying shall not be carried out in trenches which have not been approved by the Engineer.
2. Pipes shall be handled and laid in accordance with the manufacturer's specifications.
3. Large changes in horizontal or vertical alignment of the pipeline will be accommodated by special bends as detailed on the drawings.
4. Small changes in horizontal or vertical alignment will be accommodated at the pipe joints. In no case shall the deflection exceed two thirds of the recommendations of the relevant SANS, BS or other relevant specification, or of the pipe manufacturer.
5. Except where otherwise indicated, no section of the water main shall be laid at a grade flatter than 0.5 percent. When the total length of completed water mains which have not yet been commissioned exceeds 500m, no further pipe laying shall take place without approval.

PSL 5.1.3 Keeping pipelines clean

In addition to the provisions of Sub-clause 5.1.3 of SANS 1200 L the following shall apply:

Part C3: Scope of Work Medium Pressure Pipelines (SANS 1200 L)

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Pipe laying operations and precautions taken during pipe laying shall be aimed at eliminating the necessity for cleaning of completed mains. However, should foreign matter have entered or remained in the pipelines, the Contractor shall arrange for the mains to be cleaned (at the Contractor's expense) to the satisfaction of the Engineer prior to testing.

PSL 5.1.4 Depth and Cover

Add the following to sub-clause 5.1.4.1

During construction there shall be not less than 0.9 m of cover over the pipes where construction traffic is liable to cross the pipeline, Road crossings shall not be utilized until the construction of the road layers has reached the stage where 0.9 m cover over the pipe is available. Within road reserves a minimum cover of 1 000mm shall be provided, elsewhere a minimum cover of 800mm shall be provided subject to the provision for construction traffic.

Where the actual clearance between pipe crossings or other services is less than the minimum clearance of 150mm the main shall be laid beneath the service crossed at an invert level which allows for the minimum clearance. The main shall be laid horizontally at this level for a distance of at least 3.0 m on either side of the centre line of the service crossed and then gradually revert to the minimum cover as specified above.

No decrease in cover or clear space between the pipe barrels as specified will be permitted unless otherwise instructed by the Engineer in writing.

A minimum cover of 900 mm from natural ground level and maximum of 1.2m to top of pipe shall be maintained throughout, unless otherwise specified or shown on the drawings.

PSL 5.1.5 Locating of existing pipes (additional clause)

The Engineer will indicate the approximate positions of existing pipes on site where new pipelines are to be joined with existing pipelines, or where new pipelines may cross existing pipelines or services. At the indicated positions a trench shall be excavated to locate the existing pipe or services. After the pipeline has been exposed it will be regarded as a known service.

PSL 5.2 Jointing Methods

PSL 5.2.2 Flanges (Steel Pipelines)

All flanges shall be installed with bolt holes off-centre and symmetrically off-set from the vertical centre line of the flange. Flanges shall be installed truly square to the axis of the pipe.

The Contractor shall ensure that the correct jointing materials, i.e. gaskets, bolts and nuts are available when required. Only correct diameters and lengths of bolts and studs shall be used. Flat washers shall be used under all nuts. The length of bolts and studs shall be such that at least two threads protrude from the nut when fully tightened. The threads of bolts, studs and nuts shall be thoroughly cleaned and then coated with a graphite/grease compound immediately prior to assembly.

Flanged fittings shall be so installed that there are no stresses induced into the pipe work, specials or fittings by forcing ill-fitting units into position or by bolting up flanges with faces not uniformly in contact with their gaskets over their whole faces.

PSL 5.10 Disinfection of Pipeline

Replace the Sub-clause with the following:

Introduction

The price for testing, flushing out and disinfecting pipelines and fittings is to be included in the rates for supply and installation of the pipes and fittings.

On completion of construction, after pressure testing and prior to commissioning the pipeline is to be flushed out and disinfected by the Contractor in accordance with this specification.

Definitions

Within this document the term HYPOCHLORITE SOLUTION means a commercial solution of sodium hypochlorite containing 10 % to 15 % of available chlorine. Also, 10 % HYPOCHLORITE SOLUTION means hypochlorite solution diluted one in ten with water which thus has approximately 1 % of available chlorine.

Part C3: Scope of Work Medium Pressure Pipelines (SANS 1200 L)

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Bulk supplies of sodium hypochlorite solution (Chloros for instance), are supplied at 10 to 15% available chlorine. This fraction declines progressively as the hypochlorite decays to chloride, chlorate and oxygen. Assume in practice that there is only 10 % available chlorine.

Within this document AVAILABLE CHLORINE and all chlorine concentrations means FREE CHLORINE available to the water environment for its disinfection.

Completed installation

Ensure that all water used for disinfection purposes has a free chlorine residual of at least 20 mg/l. Refer to Tables 1 and 2 in the section on dosage of chlorinating agents.

During chlorination the pipeline shall be kept full of water.

New mains

Do not connect any new main into supply until the water from designated sampling points, having stood in the main for at least 20 hrs and has met the criteria specified herein.

New mains are laid with the intention of ensuring as far as possible, the exclusion of debris and contamination, but presume at the disinfection stage that debris and contamination does exist and that this debris is resistant to disinfection, e.g. compacted soil or detritus at the joints.

The disinfection procedure, which should follow pressure testing, includes the following:

1. Swabbing and flushing of the main.
2. Soaking of the main for a minimum period of 20 hrs, using a minimum concentration of 20 mg/l of available chlorine in mains water.
3. Removal of excess chlorine by flushing the main.

Dosage rates of chlorination agents

Tables 1 and 2 provide estimates of the minimum dose rates of sodium hypochlorite solution, chlorine gas or bleach powder, tables or granules to achieve chlorine levels of 20 mg per litre when added to mains water which has a zero chlorine demand.

Table 1 – Dosage for 1 000 m of pipeline to give 20 mg available chlorine per litre

Pipe diameter	Volume of 1 000 m of pipeline	Weight of bleaching powder granules or tablets to 20 mg/l	Weight of chlorine to give 20mg/l	Volume of hypochlorite solution to give 20 mg/l
mm	m ³	g	g	Litres
50	1,9	80	40	0,4
75	4,4	180	90	0,8
100	7,9	320	160	1,5
150	17,7	700	350	3,5
200	31,4	1,260	630	6,2
250	49,1	2,000	980	9,7
300	70,7	2,800	1400	14,0
350	96,2	3,800	1900	19,0
400	125,6	5,000	2500	24,6
500	196,3	7,800	3900	38,4
600	282,6	11,200	5600	55,4
1 000	785,4	31,200	15,600	154,3

Part C3: Scope of Work Medium Pressure Pipelines (SANS 1200 L)

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Table 2 – Dosing rates for 20 mg available chlorine per litre

Flow rate in pipeline*		Hypochlorite solution injection rate for 20 mg/ℓ		Chlorine injection rate for 20mg/ℓ
litres/sec	m ³ /hr	litres/hr	ml/sec	gm/hour
1	3,6	0,7	0,2	72
2	7,2	1,4	0,4	144
3	10,9	2,2	0,6	216
4	14,4	2,9	0,8	288
5	18,0	3,6	1,0	360
6	21,6	4,3	1,2	430
7	25,2	5,0	1,4	500
8	28,8	5,8	1,6	576
9	32,4	6,5	1,8	650

* For flows greater than 9 litre/sec the dose rates can be calculated as follows:-e.g flow of 186 litres/sec = 100+ 80+ 6= 100x1 +10x8 + 6 litres/sec hypochlorite solution injection rate = 100x0.7 +10x 5.8 + 4,3 =70 + 58 +4.3 = 132,3 litres/hr

Disposal of chlorinated water

When the pipeline has passed all disinfection criteria it must be drained without causing a hazard.

The following can be explored as possible methods of the disposal of the chlorinated water, and the most suitable method will be employed.

1. Foul Water
2. Overland
3. Watercourse

PSL 7 TESTING

PSL 7 TESTING

PSL 7.3 Standard Hydraulic Pipe Test

Add the following to the Sub-clause:

1. All pipes after completion and before scouring shall be hydraulically tested to SANS 1200 L.
2. All tests must be carried out in the presence of the Engineer or his appointed representative.

3. Backfilling of Water Pipeline

Pipes to be backfilled in 150 mm layers to 90% MOD AASHTO DENSITY, after which water pressure tests must be conducted. House connections up to stand boundary must also be included in test.

PSL 7.3.1 Test pressure and time of test

The hydraulic tests shall not be carried out until 14 days after the last anchor block in the section to be tested has been cast. For testing purposes the pipeline shall be divided into sections such that the field test pressure for steel pipes shall not exceed 1.5 times the working pressure of the pipes or be less than 1.25 times the working pressure in the section to be tested. The maximum pressure is applicable to the lowest point of any test section. For GRP and uPVC pipelines the field test pressure in a section to be tested should not exceed 1.5 times the pressure rating for the pipe or be less than 1.25 times the pressure rating for the pipe.

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The Contractor shall make due allowance in the tendered rates for the entire testing operation including for the provision of temporary end stops and any other costs incurred associated with testing the pipeline in intermediate sections.

The pipe shall not be tested until the associated structural concrete for anchorage has cured for 14 days or until such concrete has attained the specified design strength.

The section to be tested shall be pressurized to the specified pressure and left for 2 hours, during which period, the pressure drop (if any) and the quantity of water required to be pumped in to restore the test pressure shall be measured and recorded. In addition, all flexible and flanged joints shall be visually inspected and there shall be no sign of leakage.

At all times when there is water in the pipeline, and particularly during filling, testing and draining of the pipeline, all air valves shall be in operation and their individual isolating valves shall be open.

PSL 7.3.4 Initial Filling of Pipeline (New clause)

Add new Sub-Clause:

The entire process for filling the pipeline at any time during testing or disinfection shall be carried out under the supervision of the Engineer. Under no circumstances will the Contractor be allowed to carry out filling of the pipeline without the supervision of the Engineer, neither shall he/she permit any other persons to carry out such filling without the written permission of the Engineer.

Any damage to the pipeline caused by non-compliance with this clause shall be rectified at the Contractor's expense.

PSL 7.3.5 Connections after Testing (New Sub-Clause)

Add new Sub-clause:

The connections of the new pipework to the existing pipework shall only be carried out after the pipeline testing has been completed and accepted by the Engineer.

PSL 7.3.6 Remedial Measures (New Sub-Clause)

Add new Sub-clause:

In the event that a pipe section fails a test, the Contractor shall carry out all remedial measures necessary to obtain a successful test of each individual section and the entire pipeline, at his/her own expense. Such remedial measures shall in no way compromise the original pipeline specifications.

PSL 7.3.7 Draining of the Pipeline (New Sub-Clause)

Add new Sub-clause:

The pipeline may have to be drained to carry out remedial measures. The pipeline shall be drained via the scour valves in a manner that does not cause erosion of the streambeds or negatively impact on the environment in any way. All such drainage of the pipeline shall be carried out under the supervision of the Engineer.

PSL 7.6 Commissioning (New Sub-Clause)

Add new Sub-clause:

The pipeline will be considered to have been commissioned and practically complete once all the associated structures are sufficiently complete to carry out their structural and hydraulic function and the hydraulic test of the entire pipeline has been successfully completed.

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PSL 8 MEASUREMENT AND PAYMENT

Add the following to the Sub-clause:

PSL 8.1 General

Payment for Pipelines and Fittings

(a) Excavation

80 % of excavation tender rate will be paid after excavation and before completion of backfill and finishing-off.

(b) Pipes and fittings

80 % of tender rates will be paid after installation, but before successful testing.

PSL 8.2 Scheduled Items

PSL 8.2.1 Supply all material, lay, bed, joint, test and disinfect complete with couplings, test and disinfect.....Unit: m

The rate shall include all material, labour, tools and plant. It shall also include non-destructive factory testing and inspection, jointing, corrosion protection of joints where required, testing and disinfection.

PSL 8.2.2 Extra-over 8.2.1 for supplying, laying, bedding, testing and disinfection of specials complete with couplings..... Unit: No

The rate shall include all material, labour, tools, plant and all necessary fittings. It shall also allow for the costs of corrosion protection of steel specials including the protection of joints comprising the preparation of surfaces and wrapping with an inner wrapping of "DENSO" petrolatum tape or approved similar and an outer cold applied polyethylene tape wrapping of 300 microns minimum for mechanical protection of the corrosion protection coating. The application shall be strictly in accordance with the manufacturer's requirements. The polyethylene tape shall be spirally wrapped over the petrolatum tape and fixed to the clean pipe ends with pressure sensitive tape.

PSL 8.2.3 Extra over item 8.2.1 to 8.2.2 for the supplying, fixing and bedding of valves, flanged, left hand closing and non-rising spindle in valve box or chamber Unit: No

Add the following to the clause:

All material, fittings, labour, tool and plant with associated costs shall be included in the tendered rate. The rate shall cover the supply, fixing and installation of valves, fittings with the valve box/chamber and including the manhole cover in accordance with the specifications and drawings. It shall also allow for the costs of corrosion protection including the protection of joints comprising the preparation of surfaces and wrapping with an inner wrapping of "DENSO" petrolatum tape or approved similar and an outer cold applied polyethylene tape wrapping of 300 microns minimum for mechanical protection of the corrosion protection coating. The application shall be strictly in accordance with the manufacturer's requirements. The polyethylene tape shall be spirally wrapped over the petrolatum tape and fixed to the clean pipe ends with pressure sensitive tape.

The rate should also cover the cost of supplying all materials, tools and labour for the construction of the chamber complete as shown on the drawings, including excavation, backfill, dewatering, shuttering, brickwork, reinforced and mass concrete work, air bricks, ventilation pipes, sleeves for inserting valve keys, manhole cover and frame, access ladders, drainage sump, pipe plinths, the building in of pipe specials etc. and all other operations and costs involved in providing a complete well-finished chamber. To allow for the cost of the reinforced concrete tenderers should assume 80kg of reinforcement per m³ of reinforced concrete in their rates for valve chambers and that 30MPa strength concrete will be required.

The rate should also cover the valve and pipe specials within the chambers and penetrating the chamber walls.

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PSL 8.2.5 Supply and place pipes, valves and specials (short pipe run)

The rate shall also cover the cost for flanges and fittings as specified and corrosion protection.

PSL 8.2.21 Cut into and Connect to Existing Mains..... Unit: Sum

Add the following new sub clause:

Connections to existing pipework will be measured by number of connection points.

The rate shall cover the cost of locating, exposing and backfilling the water main, liaising with the (authority concerned) to arrange for turning off the water, cutting into the pipe, dealing with water, cutting pipes to fit, including turning if necessary, dealing with water, and the supply and fitting of long collar repair couplings to complete the connection and, if required, the temporary sealing and anchoring of pipe ends for testing purposes and subsequent removal of seals and anchors. The specials, including the couplings, required to make the connection will be measured separately.

Part C3: Scope of Work Bedding (Pipes) (SANS 1200 LB)Tender No. 8/2/2/389ADD (2023-2026)

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.

Part C3: Scope of Work Water (SANS 1200LD)

Tender No. 8/2/2/389ADD (2023-2026)

PSLD PIPELINES (SANS 1200 LD)**PSLD 3 MATERIALS****PSLD 3.1.5 PVC-U pipes****Add the following to Sub-clause 3.1.5:**

All PVC-U Water pipes shall be in accordance with SANS 1601 Grade 400 with suitable flexible joints.

PSLD 3.1.7 Jointing materials**Add the following to Sub-clause 3.1.7:**

Pipe fitting rate to include jointing materials.

- *Flexible couplings*

Flexible couplings shall be such that, when a joint is tested in accordance to SANS 1200LD there shall be no leaks.

Rubber rings shall be wedge-shaped and manufactured from natural and/or synthetic rubber. Reclaimed rubber shall not be used in their manufacture.

Add the following new Sub-Clause after Sub-Clause 3.1.7:**PSLD 3.1.8 Steel Reinforced Spirally Wound HDPE Water Pipes and Manholes****1. General**

All steel reinforced spirally wound HDPE pipes shall be 8kN with extrusion welded joints. Pipes will comply with SANS 674:2015 and extrusion welding of the joints must comply with SANS 21307.

2. Manholes

Steel Reinforced Spirally Wound HDPE pipe shaft manholes shall be constructed with 10KN pipe with purpose made HDPE benching and step irons extrusion welded to the shaft as shown on the detail drawing.

3. Pipe ends to be sealed

At the end of each working period, the pipe ends should be sealed off to keep the pipeline clean and to prevent animals or foreign material from entering.

PSLD 3.5 MANHOLES, CHAMBERS, ETC.**PSLD 3.5.2 Precast Concrete Sections****Add the following to Sub-clause 3.5.2:**

Precast concrete sections with an inside diameter of at least 1 000 mm shall be used for concrete manholes. Where the angle between the inlet and outlet of the manhole deviates by more than 45 ° from the straight or where more than one inlet enter a manhole, the invert level of the outlet shall be 30 mm lower than the lowest inlet invert level.

Dolomitic aggregate and dolomitic sand shall be used for the manufacture of precast concrete sections and for concrete, mortar, benching and plaster used in manholes.

PSLD 3.5.4 Concrete**Add the following to Sub-clause 3.5.4:**

Dolomitic aggregate and dolomitic sand, complying with the requirements of SANS 1200G Sub-clause [PSG 3.4. Dolomitic aggregate](#) shall be used for the manufacture of precast concrete sections and for concrete, mortar, benching and plaster used in manholes.

Part C3: Scope of Work Water (SANS 1200LD)Tender No. 8/2/2/389ADD (2023-2026)

PSLD 3.5.7 Step Irons**Replace Sub-clause 3.5.7 with the following:**

Step irons shall be installed in all manholes deeper than 1,2 m. Step irons shall consist of polypropylene coated 12 mm high tensile steel, such as Calcamite or similar. The installation of the step irons shall be in accordance with the specification of the manufacturer.

PSLD 3.5.8 Manhole covers and frames**Replace Sub-clause 3.5.8 with the following:**

Manhole covers and lids are to be precast concrete. Lids shall be alternative concrete type with an integral galvanized mild steel surround, as detailed on the drawings. Where specified manhole covers and frames shall be Type 2A (SANS 558) as amended regardless of whether or not the manholes are subject to traffic loads.

PSLD 3.6 Marker posts**Replace Sub-clause 3.6 with the following:**

Marker posts shall be manufactured from 150 mm diameter x 1 500 mm FC pipe filled with concrete. The half-length of pipe protruding above the ground shall be painted using approved exterior white enamel paint.

PSLD 5 CONSTRUCTION**PSLD 5.4 CONNECTIONS TO MANHOLES****Add the following to Clause 5.4:**

If the gradient of a pipe is more than 1:10, a vertical bend shall be used to connect up to the manhole. The Contractor shall take care that no low point is formed in the pipe as a result of the bend. If a pipe lies at a gradient of 1:10 (5.71°), a 11,25° bend cannot be used since a bend with an angle larger than the grade of the pipe will result in a low point. It is the responsibility of the Contractor to shorten the bend in order to create the required angle.

For pipes with a gradient of up to 1:10, the angle can be taken up by a joint in the manhole and if required, also by the joint between the short-length and first full pipe.

PSLD 5.6 MANHOLES, INSPECTION CHAMBERS, ETC**PSLD 5.6.4 Brick Manholes****Add the following to Sub-clause 5.6.4.3:**

Walls of brick manholes shall be plastered internally as shown on drawing LD-3. External plaster work shall extend to at least 150 mm below ground level. Manholes shall not be extended above the concrete roof slab by more than 300 mm with brickwork.

If manhole covers are raised with bricks, a half-brick recess, as a foothold, shall be left directly above the concrete slab above the step irons.

PSLD 5.6.5 Precast Concrete Manholes**Add the following to Sub-clause 5.6.5:**

Precast concrete manholes shall be constructed using precast concrete rings with sealed joints as detailed on drawing and shall be installed according to the manufacturer's specifications. After the joints have been sealed with an approved sealant in accordance with Sub-clause 3.5.2 the joints shall be covered on the outside by a double wrapping of polyethylene adhesive tape.

Manhole cover levels are to be 200 mm above natural ground level except in carriageways where they are to be flush with the surfacing, unless otherwise specified or ordered.

Part C3: Scope of Work Water (SANS 1200LD)

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PSLD 5.9 CONNECTING WATERS**PSLD 5.9.1 Location and Details****Add the following to Sub-clause 5.9.1:**

Erf connections shall be installed on the exact positions as indicated on the drawings and shall extend at least 1 m into the erf where it shall be blanked off with an end cap. Danger tape shall be used to locate the Water end and extend from the pipe end to final ground level.

All house connecting Waters shall be laid at a gradient of 1:60, except where otherwise ordered by the Engineer.

This excludes midblock Waters where connections on the topographical high side can be laid at steeper gradients to end at a minimum depth of 1,2 m or at such greater depth that any point on the erf is able to be connected.

PSLD 5.9.2 Marker posts**Add the following to Sub-clause 5.9.2:**

At the time of backfilling the marker posts shall be installed at each manhole vertically above the pipeline centreline and not more than 1.5m from the manhole. The post shall protrude 900mm above ground level or as otherwise specified by the Engineer.

PSLD 7 TESTS**PSLD 7.2.1 Air Test****Add the following to Sub-clause 7.2.1:**

1. All pipes after completion and before scouring shall be air tested to SANS 1200 L and LD.
2. All tests must be carried out in the presence of the Engineer or his appointed representative.

3. Backfilling of Water Pipelines

Backfilling of Water pipelines should be carried out in two phases:

- (a) Phase 1 involves partial backfilling to 300 mm above the pipeline before air pressure testing.
- (b) Partial backfilling should leave the house connections totally exposed and rise at least 300 mm above pipes.
- (c) Mechanical shovels may not be used for placing the partial backfilling in the trench.
- (d) Phase 2 involves completion of backfilling after air pressure testing.
- (e) Backfilling should be compacted at their optimum moisture content to give the maximum density (90% MOD AASHTO DENSITY).
- (f) The pipeline should not be left partially exposed for longer than 1 week. Pipes should either be fully exposed or have a minimum cover of 300 mm.

4. Backfilling of Water Pipeline

Pipes to be backfilled in 150 mm layers to 90% MOD AASHTO DENSITY, after which water pressure tests must be conducted. House connections up to stand boundary must also be included in test.

5, Payment for Pipelines

- (a) Excavation

80 % of excavation tender rate will be paid after excavation and before completion of backfill and finishing-off.
- (b) Pipes and fittings

80 % of tender rates will be paid after installation, but before successful testing.

Part C3: Scope of Work Water (SANS 1200LD)

Tender No. 8/2/2/389ADD (2023-2026)

All tests shall be repeated after the completion of backfilling of pipe trenches and the Engineer's approval shall be based on these second set of tests.

PSLD 7.2.6 Watertightness of manholes

Add the following to Sub-clause 7.2.6:

Watertightness tests shall be carried out on the completed manhole after backfilling has been completed where instructed by the Engineer.

The manhole shall be completely filled with water and allowed to stand for 24 hours. At the end of this period enough water shall be added to refill the manhole and in the subsequent period of 24 hours the water level shall not drop by more than 75 mm per meter of depth of the manhole measured from the channel invert to the underside of the concrete cover slab. Rectification, if necessary, will be carried out at the Contractor's expense.

PSLD 8 MEASUREMENT AND PAYMENT

Add the following to the Sub-clause:

PSLD 8.1 General

Payment for Pipelines and Fittings

(a) Excavation

80 % of excavation tender rate will be paid after excavation and before completion of backfill and finishing-off.

(b) Pipes and fittings

80 % of tender rates will be paid after installation, but before successful testing.

PSLD 8.2 SCHEDULED ITEMS**PSLD 8.2.6 House Connections****Unit : No**

Substitute Sub-clause 8.2.6 with the following:

Erf connections shall be laid up to the existing Water lines or tanks, unless otherwise agreed to by the Engineer.

The standard connection consists of a 110 mm dia. x 45° junction, a 110 mm dia. x 45° bend and a 6 m length of 110 mm dia. pipe with a 110 mm dia. end cap with marker.

Rates are provided for a standard connection for various depth increments. The depth increment for the connection shall be determined by the depth of the junction.

The rate shall be all inclusive and shall cover the cost of excavation, backfilling, bedding, pipes and fittings and danger tape. An extra-over item for variation in pipe lengths is provided for connections, shorter or longer than specified and shall include the necessary excavation, bedding, backfilling, all material, etc. and shall also be measured under depth increments in the schedule of quantities. Where the length of a connection is shorter than the standard connection a deduction shall be made using this rate.

The depth increment for the extra pipe lengths shall be determined by the depth of the end caps. If the deviations are negative, payment shall be reduced accordingly.

The rate for new erf connections on existing Waters shall also cover the cost of additional excavation and backfilling around the mains, cutting of pipes, handling of sewage flow, etc.

Imported material for bedding, fill blanket and main fill shall be measured and paid for under the relevant items for mains.

PSLD 8.2.11 Connection To Existing Waters**Unit : No**

Add the following to Sub-clause 8.2.11:

Separate items will be scheduled for each diameter of connecting pipe.

The tendered rate shall include full compensation for connecting the proposed pipe into an existing manhole, any additional channelling and benching associated with the connection, cutting the pipe to suit the connection,

Part C3: Scope of Work Water (SANS 1200LD)

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supplying and building in the short junction pipe, extra couplings, dealing with existing flow, preventing foreign material from entering the Water and making the connection.

The excavation for pipelines, pipes, backfilling and manholes shall be measured separately.

Where a direct connection is made to an existing pipe, the rate covers all labour involved in opening the existing pipe, the removal of the existing end cap and disconnection at the pipe.

Add the following Payment Clause:

PSLD 8.2.13 Marker posts **Unit : No**

Marker posts will be measured by number and shall include the danger tape and marker at the pipe ends. The rate shall cover the cost of supply and installation of markers as set out in [PSLD5.9.2](#).

Part C3: Scope of Work Roads (General) (SANS 1200M)Tender No. 8/2/2/389ADD (2023-2026)

PSM ROADS (GENERAL) (SANS 1200 M)**PSM 2 INTERPRETATIONS****PSM 2.2 Definitions****Add the following Sub-clause:****PSM 2.2.59 Classification of roads:**

For the purpose of the Contract minor roads will be defined as roads with (project Specific) and (project specific) wide road reserve. Major roads will be defined as roads with (project specific).

PSM 5 CONSTRUCTION**Add the following Sub-clause:****PSM 5.1 Traffic Control / Safety Measures**

When roads to be rehabilitated under this contract join onto existing surfaced trafficked roads, the Contractor shall take all the necessary precautions to ensure the safety of the traveling public. To this end, signs warning through traffic of vehicles encroaching into the travelled way shall be erected by the Contractor prior to such work being undertaken. In addition flagmen shall be installed along the through road. These control measures shall be checked and recorded on a daily basis.

Under no circumstances shall drums be permitted to be used as traffic demarcation devices.

All signs must comply with the latest edition of the South African Road Traffic Sign Manual.

PSM 6 TOLERANCES**Add the following Sub-clause:****PSM 6.4 Level Control of Road Layers**

The Contractor shall submit to the Engineer, at the time of requesting acceptance of a road layer, a record of the surface levels of that section, taken at metre intervals to coincide with the level pegs. A sample form will be obtainable from the Engineer.

PSM 7 TESTING**PSM 7.1 General****Add the following to this Sub-clause:**

The random sampling method of TMH 5, for the location of positions, for field density testing will not necessarily be applied by the Engineer's Representative. Density testing shall be carried out where, in his opinion, the density of the compacted layer is suspect. The Contractor shall present the full width of the layer, between the stated linear stake values, for acceptance. Only in exceptional cases will partial widths of a layer be accepted for testing.

PSM 7.3 Routine Inspection and Testing**Add the following to this Sub-clause:**

The request for acceptance of a layer shall be submitted in writing, specifying the exact location of the section and type of layer. On receipt of all these details the Engineer's Representative will arrange for the necessary inspections and tests to satisfy himself that the road layer complies. Testing will be carried out as expeditiously as possible, and the results will be available within 24 hours of receipt of test request. The Contractor shall backfill the test holes left in the layer with a similar material to that of the layer tested and compact the material to a similar density. Concrete shall not be used."

Part C3: Scope of Work Roads (General) (SANS 1200M)

Tender No. 8/2/2/389ADD (2023-2026)

PSM 7.4 Compaction Control

Add the following to this Sub-clause:

Density test shall be carried out by the Contractor on each layer of the selected subgrade, subbase, base-course and shoulders/layers as soon as possible but not later than twenty-four hours (24) after compaction of that layer has been completed, and the results of the test shall be submitted to the Engineer without delays and in any case not later than twelve hours (12 hours) after they become available.

The contractor shall locate and test any soft or wet areas evident in any layer and shall, if these tests fail, re-compact and retest such areas for density before requesting the Engineer to carry out check tests.

The Contractor shall provide adequate equipment and facilities for carrying out the tests required to be performed by him. Should the Engineer at any time consider that the equipment and facilities are inadequate for this purpose, he may instruct the Contractor to cease work on the completion of subgrade, sub-base and base course until such time as the Contractor has remedied the deficiency of equipment, labour and facilities. The results of the test carried out by the Engineer shall be regarded as final.

Add the following Sub-clause:**PSM 7.5 Engineer's Discretion**

Notwithstanding the provision of clause 7 of SANS 1200 M and of PSM1.1 and PSM1.2 Sub-clauses (SANS 1200M), testing of a section of completed work shall be at the sole discretion of the Engineer who may refuse to check test and consequently not approve a section of work which contains obvious defects such as loose patches, over-wet material etc.

PSM 8 MEASUREMENT AND PAYMENT**Add the following Sub-clause:****PSM 8.1 Inspection and Testing Of A Road Layer**

The cost of refilling and compacting the density test holes shall be included in the rate tendered for the construction of that layer.

Part C3: Scope of Work Subbase (SANS 1200ME)Tender No. 8/2/2/389ADD (2023-2026)

PSME SUBBASE (SANS 1200 ME)**PSME 3 MATERIALS****PSME 3.2 Physical Properties****PSME 3.2.1 Subbase Material****Replace the following in this Sub-clause with:**

With reference Sub-clauses 3.2.1.d (ii) and 3.2.1.d (iii), the regional factor shall be taken as 0,6.

PSME 5 CONSTRUCTION**PSME 5.4 Placing and Compaction****PSME 5.4.1 Placing****Add the following to this Sub-clause:**

The subbase layer shall be 150mm thick unless shown otherwise on the drawings.

PSME 6 TOLERANCES**PSME 6.1 Dimensions, Levels, etc.****PSME 6.1.1 General****Add the following to this Sub-clause:**

For layers, constructed of subbase quality material, on which the bituminous surface will be placed, the tolerance for dimensions and level shall be as set out in SANS 1200 MF, Sub-clauses 6.1.2 to 6.1.6 inclusive, as amended.

Part C3: Scope of Work Base (SANS 1200MF)Tender No. 8/2/2/389ADD (2023-2026)

PSMF: BASE (SANS 1200 MF)**PSMF 3 MATERIALS****PSMF 3.3 Physical and Chemical Properties****PSMF 3.3.2 Graded Crushed Stone****Add the following to Sub-clause 3.3.2, in the first sentence after the words:**

SANS 1083 "for 37,5mm stone".

PSMF 5 CONSTRUCTION**PSMF 5.4 Placing and Compaction of a Base other than a Waterbound Macadam Base****PSMF 5.4.4 Compaction**

Amend Sub-clause 5.4.4.2 (a) by depleting 98% and replace with 100%.

PSMF 6 TOLERANCES**PSMF 6.1 Dimensions, Level, etc.****PSMF 6.1.2 Grade****Delete the contents of Sub-clauses 6.1.2 (a) and (b) and replace with:**

The height of the edge of the channel above the top of the completed base shall be not higher than the final asphalt level less 5mm. (Refer to SANS 1200 MH 6.3.4)

PSMF 6.1.5 Cross-section**Amend the Sub-clause as follows:**

Delete "25mm" and replace by "15mm".

PSMF 7 TESTING**PSMF 7.3 Routine Inspection and Testing****Delete Clause 7.3 and replace with the following:**

The Density measured at all test holes shall be a minimum of 100% Mod. AASHTO density for the section of layer works to be acceptable.

Part C3: Scope of Work Bituminous Surfacing Treatment (SANS 1200MG)

Tender No. 8/2/2/389ADD (2023-2026)

PSMG: BITUMINOUS SURFACE TREATMENT (SANS 1200 MG)

PSMG 1 SCOPE

Replace this Clause 1 (a), (b), (c) and (d) with the following:

Double surface treatment, using 19,0 mm plus 9,5 mm aggregate shall be required for all roads.”

PSMG 3 MATERIALS

PSMG 3.1 Prime

Replace this Sub-clause with:

The prime consist of MC30 cut-back bitumen as specified. The application shall be taken at a rate of 0.8ℓ/m² unless otherwise instructed by the Engineer. If for some reason the specified prime is not available, the contractor will propose a SANS approved alternative, for approval by the Engineer.

PSMG 3.3 Bituminous binder for double surface treatment

Replace this Sub-clause with:

The bituminous binder used for the first and second coats of a double surface treatment shall be a road grade bitumen that complies with the requirements for a material of grade 80/100 given in SANS 307, unless otherwise instructed by the Engineer.

PSMG 3.4 Bituminous binder for slurry seal

Replace this Sub-clause with:

The bituminous binder used for slurry seal shall be a stable grade anionic emulsion, 80/100 penetration grade, that complies with the applicable requirements of SANS 309.

PSMG 3.5 Bituminous binder for sand seal

Replace this Sub-clause with:

The bituminous binder used for sand seal shall be a penetration grade bitumen that complies with the requirements for a material of grade 150/200 given in SANS 307.

PSMG 3.6 Aggregate

Replace this Sub-clause with:

Aggregate shall be 19,0mm single-sized crushed stone that complies with the requirements of Sub-clause 3.3.1 of SANS 1200 M for grade 2 stone.

OR

PSMG 3.7 Aggregate for slurry seal

Replace this Sub-clause with:

Aggregate for slurry seal shall comply with the requirements of Sub-clause 3.3.2 of SANS 1200 M for the fine slurry, medium grade.

Add the following Sub-clause:

PSMG 3.10 Fog spray

A fog spray of 30% anionic emulsion shall be applied to the surface of aggregate by means of a pressure distributor at 0,4ℓ/m².

Part C3: Scope of Work Bituminous Surfacing Treatment (SANS 1200MG)

Tender No. 8/2/2/389ADD (2023-2026)

PSMG 4 PLANT AND EQUIPMENT

PSMG 4.2 Binder Distributor

Add the following to this clause:

The Engineer may in certain instances authorise the application of the prime coat by means of a hand operated sprayer. The Contractor shall submit, in writing, his intended methods to ensure that the temperature and rate of application requirements will be achieved, before authority is given. The continuation of this authority is dependent upon satisfactory results being achieved and shall not be considered a blanket approval for the entire project.

PSMG 5 CONSTRUCTION

PSMG 5.1 General requirements

PSMG 5.1.5 Weather Limitations

Add the following to this Sub-clause:

No prime shall be applied under the following adverse conditions:

- a) During foggy or wet conditions;
- b) When rain is imminent;
- c) When wind is blowing sufficiently hard (>10km/h) to cause uneven spraying;
- d) When the surface of the layer is visibly wet, i.e. more than damp;
- e) When the temperature of the surface immediately prior to commencing with the application of the prime is below or in the opinion of the engineer likely to fall below 10°C;
- f) After sundown
- g) When at any position the moisture content of a granular base layer is more than 50% of the optimum moisture content as determined by the engineer. Conventional slurry shall not be applied at an air temperature of less than 7° C when temperatures are rising, or less than 13° C when temperatures are dropping. When cold winds are blowing, these limits should be increased by approximately 5° C.
- h) Conventional slurries should not be applied when the humidity exceeds 70%
- i) During hot weather slurry operations should be suspended. Road surface temperatures in excess of 60° C would typically result in the slurry breaking too quickly e.g. in the spreader box.
- j) If there is any likelihood of rain within 24 hours.

PSMG 5.2 Prime Coat

Add the following to this Sub-clause:

Not longer than 24 hours before spraying, the layer to be primed shall be broomed and cleaned of all loose or deleterious material by means of a rotary broom and hand brooms. Sweeping shall be done carefully so as not to cause any damage to the layer. A light spray of water, sufficient to dampen the surface, shall be uniformly applied to the layer immediately before the application of the prime. If the water is over applied the layer shall be allowed to dry until a uniform damp surface is obtained.

Where the previously primed surface has become unsuitable the Engineer may order a tack coat to be applied prior to the bituminous surface being applied.

Any portion of the base not complying with the specified requirements shall be corrected with asphalt at contractor's own expense until the specified requirements are met. The Engineer may however in his sole discretion allow minor surface irregularities to remain provided they can be taken up in the following asphalt layer without adversely affecting that layer.

Add the following Sub-clauses:

PSMG 5.8 Stockpiling of Aggregate

Sites for stockpiling of aggregates shall be prepared in such a manner that no grass, mud, dirt or other deleterious material will be included when aggregates are loaded for use. The stockpiled material shall be laid in layers not exceeding 1.5m to avoid segregation.

Part C3: Scope of Work Bituminous Surfacing Treatment (SANS 1200MG)

Tender No. 8/2/2/389ADD (2023-2026)

PSMG 5.9 Nominal rates for application for double surface treatment (for tendering only)

Table 5.9.1 (Application of tack coat and first layer of aggregate)

Nominal size of aggregate (mm)	Nominal rates of application	
	Tack coat (litres of net bitumen cold per m ²)	Aggregate (m ² per m ³)
19,0	1,0	75
13,2	0,8	110

Table 5.9.2 (Second application of bituminous binder and aggregate)

Nominal size of aggregate (mm)	Nominal rates of application	
	Binder (litres of net bitumen cold per m ²)	Aggregate (m ² per m ³)
9,5	1,0	165
6,7	0,8	200
4,75	0,6	250

PSMG 5.10 Nominal rates for application for single seal with slurry (for tendering only)

Table 5.10.1 (Application of tack coat and aggregate)

Nominal size of aggregate (mm)	Nominal rates of application	
	Tack coat (litres of net bitumen cold per m ²)	Aggregate (m ² per m ³)
19,0	1,1	110
13,2	0,6	75

Composition of slurry

Slurry aggregate (saturated volume)	1 m ³
Stable grade emulsion at mixing temperature	260 ℓ
Cement	0.01 m ³
Water (as directed by Engineer) approx	235 ℓ

The nominal rate for application of slurry shall be as follows for a seal using-

13,2mm aggregate	166m ² /m ³ one layer
19,0mm aggregate	125m ² /m ³ total of two layers

PSMG 5.10 Nominal rates for application for sand seal (for tendering only)

The tack coat shall be applied at 1,0 ℓ/m² net bitumen cold and the aggregate shall be distributed at a rate of 0,007 m³/m².

PSMG 6 TOLERANCES

PSMG 6.1 Rate of Application

Add the following to this Sub-clause:

The rate of application shall be plus or minus 0,06ℓ/m² net bitumen cold (20°C) for conventional or homogeneous modified binders, and within tolerance of plus or minus 5% for non-homogeneous modified binders at spraying temperature.”

Add the following Sub-clauses:

PSMG 6.2 Width

The edge of the seal shall be true to line with a maximum deviation of 15mm from the specified edge line.

Part C3: Scope of Work Asphalt Base and Surfacing (SANS 1200MH)

Tender No. 8/2/2/389ADD (2023-2026)

PSMH ASPHALT BASE AND SURFACING

PSMH 1 SCOPE

Replace this Sub-clause with:

This specification covers the priming of the subbase or base and the construction of hot-mix asphalt base and surfacing, namely:

SANS continuously graded medium asphalt (Table 2 column 6 SANS MH: 1996) shall be required for all roads. (Project specific)

PSMH 3 MATERIALS

PSMH 3.1 Prime

Replace this Sub-clause with:

The prime consist of MC30 cut-back bitumen as specified. The application shall be taken at a rate of 0.7l/m². Unless otherwise instructed by the Engineer.

PSMH 3.3 Tack Coat

Replace this Sub-clause with:

The tack coat shall be a 60% stable grade bitumen emulsion, diluted 1:1 with water applied at a rate of 0.7l/m² or as instructed by the Engineer.

PSMH 3.4 Bitumen Binder

PSMH 3.4.2 Surfacing

Replace this Sub-clause with:

The bitumen binder for the continuously graded asphalt shall consist of 60/70 penetration grade bitumen as specified. Notwithstanding the guideline in Sub-clause 8.1.5 for the initial design a binder content of 5.5% voids shall be allowed in the rated from the continuously graded asphalt.

PSMH 3.5 Aggregate

Add the following Sub-clause:

PSMH 3.5.7 Blinding

The aggregate used for blinding the primed surface shall consist of crushed rock or river sand, with 100% passing the 6.7mm sieve and not more than 10% passing the 2.36mm sieve. The aggregate shall be clean, hard and free from excessive dust. It shall contain no clay, loam or other deleterious.

PSMH 4 PLANT AND EQUIPMENT

PSMH 4.2 Binder Distributor

Add the following to this Sub-clause:

The Engineer may in certain specific instances authorise the application of the prime coat by means of a hand operated sprayer. The Contractor shall submit, in writing, his intended methods to ensure that the temperature and rate of application requirements will be achieved, before authority is granted. This authority is dependent upon satisfactory results being achieved and is not intended as a blanket approval for the entire project.

Part C3: Scope of Work Asphalt Base and Surfacing (SANS 1200MH)

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PSMH 5 CONSTRUCTION

PSMH 5.1 General Requirements

PSMH 5.1.1 Preparation of Surface

Replace this Sub-clause with:

Not longer than 24 hours before spraying, the layer to be primed shall be broomed and cleaned of all loose or deleterious material by means of a rotary broom and hand brooms. Sweeping shall be done carefully so as not to cause any damage to the layer. The Engineer shall inspect the prepared surface before approval is granted to proceed with the next operation. A light spray of water, sufficient to dampen the surface, shall be uniformly applied to the layer immediately before the application of the prime. If the water is over applied the layer shall be allowed to dry until a uniform damp surface is obtained.

Where the previously primed surface has become unsuitable the Engineer may order a tack coat to be applied prior to the bituminous surface being applied.

Any portion of the base not complying with the specified requirements shall be corrected with asphalt at contractor's own expense until the specified requirements are met. The Engineer may however in his sole discretion allow minor surface irregularities to remain provided they can be taken up in the following asphalt layer without adversely affecting that layer.

PSMH 5.1.5 Weather Limitations

PSMH 5.1.5.1 Prime and tack coat

Replace Sub-clause 5.1.5.1 with the following:

No prime shall be applied under the following adverse conditions:

- a) During foggy or wet conditions;
- b) When rain is imminent, (within 24 hours);
- c) When wind is blowing sufficiently hard to cause uneven spraying;
- d) When the surface of the layer is visibly wet, i.e. more than damp;
- e) When the temperature of the surface immediately prior to commencing with the application of the prime is below or in the opinion of the engineer likely to fall below 10°C;
- f) After sundown
- g) When at any position the moisture content of a granular base layer is more than 50% of the optimum moisture content as determined by the engineer.

PSMH 5.1.5.2 Asphalt

Replace Sub-clause 5.1.5.2 with the following:

Asphalt may be mixed and placed only under favourable weather conditions and shall not be mixed or placed when rain is imminent or during misty or wet conditions

The following wind and temperature conditions are regarded as being suitable for paving work:

- a) While the air temperature is rising, work may be performed at temperatures of 6 °C with an allowable wind velocity of less than 25 km/h, or for asphalt with a compacted thickness of less than 30mm with an allowable wind velocity of less than 25km/h.
- b) With falling air temperature work must be stopped when the temperature reaches 6 °C regardless of the wind velocity and may not be restarted before the temperature is definitely rising.

PSMH 5.2 Prime Coat

Add the following to this Sub-clause:

(d): When the moisture content of the base is greater than 50% of OMC.

PSMH 5.5 Design of Asphalt

Part C3: Scope of Work Asphalt Base and Surfacing (SANS 1200MH)

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PSMH 5.5.1 General

Add the following to this Sub-clause:

A continuously graded medium mix is required The Contractor shall provide the mix design for approval by the Engineer.

PSMH 5.5.7 Approval of mix

Replace Sub-clause 5.5.7.1 with the following:

The Contractor shall submit his proposed mix designs for the continuously graded asphalt to the Engineer for Approval.

The design of the asphalt surfacing mix shall be in accordance with the design criteria at 100% Marshall density (2 x 75 blows) given in the table below:

Property Unit	(Minimum	Maximum)
Marshall stability @ 60°C (kN)	8.0	15.0
Marshall flow @ 60°C (mm)	2.0	4.0
Voids in mix (%)	5.0	
Stability/flow ratio (kN/mm)	2.5	-
Filter/bitumen ratio-	1.0	1.5
Air permeability (cm ²)	-	1 x 10 ⁸
Immersion index (%)	75	-
VMA (%)	14	-
Indirect tensile strength @ 25°C (kPa)	800	
Dynamic creep modulus @ 40°C (MPa)	10	-
Binder film thickness (micron)	5.0	-

PSMH 5.9 Joints

Add the following to this Sub-clause:

Asphalt joints shall be cut by a cutting wheel attached to a roller in a straight line to the satisfaction of the Engineer. No saw-cutting will be allowed and all asphalt joint (old and new) shall be cut before adjacent sections are laid against it.

The joints between the new asphalt surfacing and the existing asphalt surfacing must be constructed in steps as specified in the Contract drawings.

The edges of all joints, new or existing asphalt, shall receive a tack coat before the adjacent asphalt is placed against it.

PSMH 6 TOLERANCES

PSMH 6.1 Prime, curing and tack coat

Replace Sub-clause 6.1 with the following:

The MC-30 prime shall, for tender purposes, be applied at a rate of 0,7 ℓ/m².

The actual spray rates measured at spraying temperature shall not deviate from the required spray rate as specified or ordered by the Engineer by more than 0,06 ℓ/m².

PSMH 6.3 Dimensions . levels. etc

PSMH 6.3.4 Thickness

Replace Sub-clause 6.3.4 with the following:

For asphalt layers of less than 35mm nominal thickness, the actual measured thickness shall not be less than the specified thickness.

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PSMH 6.3.5 Cross-section

Add the following to this Sub-clause:

Notwithstanding these allowances, at no place shall the level of the top of the asphalt surface fall below that of the adjacent low side concrete channel.

PSMH 7 TESTING

PSMH 7.2 Control during construction

PSMH 7.2.4 Density Testing

Amend the Sub-clause with:

Delete the second sentence, viz.: “Not moredensity” and replace with: “The density of all cores shall be equal to, or greater than the 95% Marshall Density, for the lot to be acceptable.”

Add the following to this Sub-clause:

The contractor shall utilise a calibrated nucleonic gauge for process control during compaction operations. Notwithstanding this requirement, the acceptance control carried out for compaction by the Engineer shall still be based on cores taken from the compacted layer.

PSMH 8 MEASUREMENT AND PAYMENT

PSMH 8.4 Computation of Quantities

Amend Sub-clause 8.4.2 with the following:

Replace the first line of this Sub-clause with: The unit of measurement for asphalt surfacing shall be the square metre of surface area.”

Delete the last two (2) lines of this Sub-clause.

Add the following Sub-clause:

PSMH 8.4.5 Premix Laying Equipment

The Contractor shall be responsible for the provision of asphalt laying plant and shall include for such re-establishment as his programme requires. No payments will be made for re-establishment of asphalt laying plant.

PSMH 8.5 Scheduled items

Add the following Sub-clause:

PSMH 8.5.9 Cut Premix Joint LinesUnit: m

Payment will be made for the length of cut made to form neat joint lines between old and new asphalt surfacing.

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Annex **C3.5.2** Occupational Health and Safety Specifications by the Employer

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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 2003 No. R. 1010 promulgated 18 July 2003."

The health and safety specifications outlined herein must be taken into account and due allowance made within the pricing of appropriate items contained within the specification. Where the tenderer is of the opinion that a requirement is missing or is not adequately specified then this shall be drawn to the Client / Client's Agent's attention during the tender period. In the absence of any direction to the contrary, the tenderer shall as part of the tender submission, set out the details of such discrepancy together with the costs associated therewith, separately identified and included within the tender figure.

OHS1.2. Principal Contractor

- a) The successful tenderer will on signing of the contract for: Pipe Replacement (8/2/2/389 ADD) be required to fulfill the function and duties of the Principal Contractor as set out in the Construction Regulations 2003 No. R. 1010 promulgated 18 July 2003 and Comply with COVID 19 regulations as per Disaster Management Act, 2002 Regulations issued in terms of section 27(2) of disaster management act, 2002.

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

- a) 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 2003 No. R. 1010 promulgated 18 July 2003 and Comply with COVID 19 regulations as per Disaster Management Act, 2002 Regulations issued in terms of section 27(2) of disaster management act, 2002.

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.

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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 2003 No. R 1010 and any amendments or re-enactments thereto are complied with. The attached Occupational Health and Safety provisions undertaking form for the Principal Contractor in Appendix 1 shall be completed and signed by the Managing Director of the company / firm awarded the tender.

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 2003 (No. R. 1010 Promulgated 18 July 2003).

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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:

- b) 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. Comply with COVID 19 reulations as per Disaster Management Act, 2002 Regulations issued in terms of section 27(2) of disaster management act, 2002.
- c) Includes the risk assessments prepared by all Contractors under their duties set out in the Construction Regulations 2003 and any other relevant legislation (i.e. the OHS Act and Regulations, etc).
- d) 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.
- e) Incorporates the common arrangements for site safety, statutory notices and registers etc.
- f) Includes the site rules to be adopted for controlling the risks to health and safety during the construction phase(s) or the project.
- g) Includes reasonable arrangements for monitoring compliance with health and safety legislation and site rules.
- h) Includes reasonable measures to ensure co-operation between all Contractors and Sub-Contractors in respect of health and safety provisions and prohibitions.
- i) 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.
- j) Includes arrangements for emergency procedures.

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- k) 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
- l) 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 2003(No. R. 1010 Promulgated 18 July 2003).

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

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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,

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- 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

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- 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

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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 2003.

A review shall be undertaken 3 months after commencement of the contract and every 6 months thereafter for the duration of the contract.

Following the completion of the review, the Principal Contractor shall submit a written report that details the suitability, adequacy and effectiveness of the OHS Plan and to certify that the Site procedures, 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.

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- 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.

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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.

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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;

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- 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.

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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.

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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.

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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;

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- 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.

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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

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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.

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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

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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.

contractor

OHS17.4.

Design Development

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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

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.

Part C3: Scope of Work Construction Environmental Management Plan

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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.

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 ENVIRONMENTAL SAFETY

The management of impacts associated with various categories of concern is discussed as separate topics, indicated below.

PEM.5.1 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.

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- (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.

PEM.5.2 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.5.3 AIR

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- (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.5.4 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.

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- (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.5.5 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.5.6 ARCHAEOLOGY AND CULTURAL SITES

- (a) All finds of human remains must be reported to the nearest police station.
- (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.
- (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.5.7 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.

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- (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.5.8 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.5.9 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.

Part C3: Scope of Work Generic Labour-Intensive Specification

Tender No. 8/2/2/389ADD (2023-2026)

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.

Part C3: Scope of Work Generic Labour-Intensive Specification

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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 end of a geological pick can be pushed in 30-40mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows	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 excavatable 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 cone 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.

Part C3: Scope of Work Generic Labour-Intensive Specification

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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.

Part C3: Scope of Work Generic Labour-Intensive Specification

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TABLE 2: SKILLS PROGRAMME FOR SUPERVISORY AND MANAGEMENT STAFF

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader/ Supervisor	2	Apply Labour-Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and } 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, and } 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

Part C4: Site Information

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Annex C3.5.5 Drawings

Drawings showing pipe routes and standard specifications to be issued to the successful bidders in line with the orders issued.

Part C4: Site Information Site Information

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Part C4: Site Information

C4.1	Geotechnical Investigation	<u>Page</u> 259
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Part C4: Site Information Geotechnical Investigation

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C4.1. Geotechnical Investigation

A Geotechnical Investigation has not been performed. However, the site ground conditions are known to be dolomitic, so the construction shall comply with SANS 1936: Development on dolomitic land. Adherence to project specifications and construction processes are considered adequate to comply with mitigating any dolomitic adversity in Midvaal.

