



9 Park Street - Malalane
Private Bag X101
Malalane,
1320
Tel: (013) 790 0245
Fax: (013) 790 088
Customer Care No. (013) 790 0990

www.nkomazi.gov.za

KOMATIPOORT WASTEWATER TREATMENT WORKS AND SEWER PUMPSTATIONS REFURBISHMENT AND UPGRADE

BID NO: NKO:43/2026

**NKOMAZI LOCAL MUNICIPALITY
PRIVATE BAG x 101
MALELANE
1320**

**The Municipal Manager
Mr O Nkosi**

**TEL.: 013 – 790 0245
FAX.: 013 – 790 0886**

VAT Registration No: 4300102938

**PLEASE NOTE THAT THIS DOCUMENT MUST ACCOMPANY YOUR PROPOSAL AND
RELEVANT DOCUMENTATION**

CIDB GRADING: 7CE OR HIGHER

Name of Bidder	
Address	
Contact Numbers	
Telephone No. or Cell phone No.	
Fax No.	
E-mail Address	
Tendered Amount (VAT INC)	

CLOSING DATE: 12h00 on 06/10/2026

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KOMATIPOORT WASTEWATER TREATMENT WORKS AND SEWER PUMPSTATIONS REFURBISHMENT AND UPGRADE

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TENDER NO: NKO: 43/2026 KOMATIPOORT WASTEWATER TREATMENT WORKS AND SEWER PUMPSTATIONS REFURBISHMENT AND UPGRADE FOR NKOMAZI LOCAL MUNICIPALITY

The Nkomazi Local Municipality invites interested parties who are registered as CIDB 7CE or higher for Komatipoort wastewater treatment works and sewer pumpstations refurbishment and upgrade. Tender documentation with complete details is available upon the payment of a non-refundable amount of **R1 851.38** on each tender document or can be downloaded for free on the e-Tender portal. Tender document(s) will be available as from **31/08/2026** and to be obtained at Nkomazi Local Municipality: Budget and Treasury office (Old Malalane Taxi Rank), 22 Impala Street from the Cashiers Desk from **07h45 to 15H30** (Monday-Friday).

A non-compulsory tenderer briefing session will be held on **04/09/2026 at 10h00** at the Municipal Town Hall (Kobwa Hall) at Fish Eagle. Bidders are advised not to commit fraudulent activities or forgery to document. All abusers of the SCM system, including or faking of returnable documents, may be reported to SAPS and restricted from doing business with any public institution for a period not exceeding 10 years in line with section 28 and 29 of the prevention and combating of corrupt activities Act 12 of 2004.

A preferential system shall apply whereby this contract will be allocated to a bidder in accordance with the Preferential Procurement Policy Framework Act, no 5 of 2000 and as defined in the bid document, read in conjunction with the Preferential Procurement Regulation, 2022 where 80 points will be allocated in respect of price and 20 points in respect of targeted goals.

Completed bid documentation must be deposited on/before **12h00 on 06/10/2026** in the Tender Box situated at the main entrance of the municipality (Civic Centre), 9 Park Street, Malalane.

Tenders/Bids must be submitted in a sealed envelope or container on which the tender/bid number and addressee is clearly marked. No bids transmitted by fax or e-mail will be accepted. It must be noted that the municipality is not bound to accept the lowest on any other tender. Tender/bid documentation which is incomplete or filled incorrectly, not filled in the official bid documentation or which is received after the closing of the bids, will be ignored. It must also be noted the tender submitted in a wrong tender box will not be considered.

For Supply Chain enquiries contact Mr. B. Mabuza at 013 790 0386, and for technical enquiries contact Ms. Lungile Bhiya at 013 790 0145, between 07H15 – 16H00 on working weekdays.


M. O. N. NKOSI
MUNICIPAL MANAGER

21/08/26
Date

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MBD 1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NKOMAZI LOCAL MUNICIPALITY					
BID NUMBER:	NKO 43/2026	CLOSING DATE:	06/10/2026	CLOSING TIME:	12H00
DESCRIPTION	KOMATIPOORT WASTEWATER TREATMENT WORKS AND SEWER PUMPSTATIONS REFURBISHMENT AND UPGRADE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
NKOMAZI Local Municipality Offices, 9 Park Street, Malelane					
9 Park Street					
Malalane					
1320					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr M.R. Mabuza		CONTACT PERSON	Ms L Bhiya	
TELEPHONE NUMBER	013 790 0386		TELEPHONE NUMBER	013 790 0145	
FACSIMILE NUMBER	013 790 0245		FACSIMILE NUMBER	013 790 0245	
E-MAIL ADDRESS	Richard.mabuza@nkomazi.gov.za		E-MAIL ADDRESS	Lungile.Bhiya@nkomazi.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ 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]					

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I. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	II. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ NO ☐ YES DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ NO ☐ YES DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

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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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE ENGAGED WITH NEGOTIATIONS BY THE CSIR THAT MIGHT RESULT IN THE ISSUING OF A PURCHASE ORDER.**

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

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

SIGNATURE OF BIDDER:

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

DATE :/...../2026

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T1.2 TENDER SUBMISSION, TERMS AND CONDITIONS

General

- Bids must be in South African rands, fixed price basis including VAT;
- The Nkomazi Local Municipality reserves the right to call interviews with short-listed bidder before final selection;
- The Nkomazi Local Municipality reserves the right to negotiate price with preferred bidder in terms of Clause F.1.6.2;
- Bidders must provide details of physical address and contact numbers to enable the Nkomazi Local Municipality to assess the ability of the bidder to deliver on the submission made;
- A bidder must submit a comprehensive tender and cannot tender for portions of the scope;
- The Nkomazi Local Municipality is not compelled to accept the lowest price offer or any other tender.

Bid Instructions

1. The tender document(s) have been drafted to ensure that essential information is furnished upon the correct completion of the document(s). Where there is insufficient space, or additional particulars are required to be furnished, such must be provided on a separate annexure, clearly indicated.
2. Tender document(s) may not be retyped or redrafted. Also, no photocopies of the original document(s) may be used.
3. Tender document(s) may be completed by mechanical devices such as typewriters; alternatively black ink must be used to fill in the document(s).
4. Tenderer must ensure that no pages are missing from the bid document(s), and that the pages of the bid are numbered consecutively. Nkomazi Local Municipality shall not be held liable with regard to claims arising from the fact that pages are missing or duplicated.
5. Firm tender prices (rates) and delivery periods are preferred, and tenders must clearly state whether prices and delivery periods will remain firm for the duration of the contract or not.
6. Tenderer must be strictly to specification. In cases where items are not to specification, deviations must be clearly indicated. It must also be noted that supplier/tenderer may quote for other items other than the one indicated on the schedule of quantity on a separate sheet, but it would not form part of items to be evaluated for.
7. Tender prices must be quoted in South African currency and in the specified units, unless the contrary is clearly indicated.
8. All the documents herewith form part of the bid and failure to comply with any part thereof may invalidate a bid.
9. Nkomazi Local Municipality may issue Briefing Notes during the briefing session which may contain amendments or information that may assist bidders in articulating their bids.
10. Nkomazi Local Municipality require as a condition of the bid that the compulsory explanatory meeting be attended by prospective bidders. This requirement will be clearly stated in the tender advertisement as well as in the documentation.
11. Nkomazi Local Municipality requires the furnishing of a non-refundable bid deposit together with the drawing of bid documentation (if applicable). Where such a non-refundable bid deposit is requested in the bid documentation, no bid will be accepted unless such a deposit (or cash) is submitted in the form of a bank cheque payable to Nkomazi Local Municipality before submission of the bid.
12. Tenders must be submitted to the addressee before the closing time. Bids submitted after the closing time shall be considered late, and will not be admitted for consideration.
13. The contractor/Service provider shall not abandon, transfer, assign or sublet a contract or part thereof without prior written consent of the council.
14. It is an irrefutable condition of this contract that the successful tenderer will have to negotiate and conclude a service level agreement with the council.

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i Bidders will be evaluated on the following administrative compliance. Therefore, the undermentioned documents must be complied with, and where an attachment is required, it should be attached.

ii PART A

iii The following conditions must be complied with failure to adhere to any of these conditions will lead to immediate disqualification:

- a. All pages must be submitted, and all pages that require completion must be completed in the tender document. Therefore, no page removal is allowed.
- b. Painting over rates/use of correcting fluid is not allowed.
- c. Failure to submit documents required in this tender documentation.
- d. Form of offer not filled (it should be completed in words and numbers).
- e. Certified COIDA
- f. Initial or sign all pages of the tender documents.
- g. Certified copies of documentation must not be older than three (3) months to be regarded as valid. Copies of "certified copies" will not be accepted as true copies of original documents.
- h. All declarations and authorisation forms must be duly signed.
- i. Price amendment without initials or signature of authorised personnel in the bills of quantity is not allowed.
- j. Original certified copy of company registration certificate (CK) and all pages certified.
- k. Original certified copies of ID's all Directors/members/board members.
- l. Copy of the SARS Tax PIN or tax clearance certificate.
- m. Original certified copy of current municipal account for addresses that appears on the CSD report (not older than 3 months and not in arrears for more than three months) or copy of valid Lease Agreement of the business. If the rates and taxes account are not in the names of the company, the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose names are reflected on the municipal rates and taxes statement to confirm that the business/ company operates from their property. If the business is situated in an area where the respective municipality does not bill, attach proof of residence issued by the municipality stating that the area in question is not billed.
- n. Original certified copies of current municipal account not older than 3 months and not in arrears for more than three months or copy of valid Lease Agreement for **ALL** directors and or board members of the company. If the rates and taxes account are not in the names of the directors/members of the company, the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose name is reflected on the municipal rates and taxes statement. If the directors and/or board members reside in an area where the respective municipality does not bill, attach proof of residence issued by the municipality stating that the area in question is not billed.
- o. Signed Letter of Authority on the company letterhead
- p. CSD detailed report (printed after the tender advert and on or before tender closing date)
- q. Joint Venture Agreement (In case of a Joint Venture) must be submitted
- r. Joint Ventures must be registered on CSD as Joint Venture.
- s. Sign all applicable pages.
- t. Full completed bill of quantity.
- u. Alterations to the bid document or submission of a copy of the original bid document is not allowed.
- v. Completion of the bid document using pencil is not allowed
- w. Minimum Bank rating of code C.
- x. The bid must be submitted on the closing date and time.
- y. Certified Copy of CIDB grading
- z. Complete form of offer

Any contract awarded on false information furnished by the bidder, may, without derogating from other remedies available to Nkomazi Local Municipality, be cancelled at the sole discretion of Nkomazi Local Municipality

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T1.4 RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable documents and submit with the complete tender document.

NO	DOCUMENT NAME	RETURNABLE / INCLUDED IN THE BID DOCUMENT (Mark)		
		Included in Bid Doc	Returnable	Required Documents from Supplier
1.	All declarations and authorization forms must be duly signed	No		Yes
2.	Failure to submit documents required in this tender documentation.	No		Yes
3.	The bid has been submitted after the closing date and time	No		Yes
4.	Initial or sign all pages of the tender documents.	No		Yes
5.	Certified copies of documentation must not be older than three (3) months to be regarded as valid. Copies of "certified copies" will not be accepted as true copies of original documents	No		Yes
6.	Original certified copy of company registration certificate (CK) and all pages certified.	No		Yes
7.	Original certified copies of ID's all Directors/members/board members.	No		Yes
8.	Copy of the SARS Tax PIN or tax clearance certificate.	No		Yes
9.	Joint Venture Agreement (In case of a Joint Venture) must be submitted	No		Yes
10.	Joint Ventures must be registered on CSD as Joint Venture.	No		Yes
11.	Alterations to the bid document or submission of a copy of the original bid document is not allowed.	No		Yes
12.	Completion of the bid document using pencil is not allowed	Yes		No
13.	Proof of professional Indemnity Insurance	No		Yes
14.	Certified Municipality Rates and Taxes - Business (Must not be in arrears for over 90 days)	No		Yes
15.	Certified Municipality Rates and Taxes - Company Directors (Must not be in arrears for over 90 days)	No		Yes

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T1.5 TENDER DATA

1.5.1 GENERAL

The Conditions of Tender reproduced are the Standard Conditions of Tender as contained in Annex F of SANS 294 – Construction Procurement Processes, Methods and Procedures, which contain references to the Tender Data for details that apply specifically to this tender.

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under consideration.

The Tender Data contained hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender.

1.5.2 TENDER DATA APPLICABLE TO THIS TENDER

F.1.1 The Employer for this Contract is: **NKOMAZI LOCAL MUNICIPALITY**

F.1.2 Tender Documents

(a) **The Tender Document** consists of the following:

TENDER

T1: Tendering Procedures

T1.1: Tender Notice and Invitation to Tender

T1.2: Tender Data

T2: Returnable Documents

T2.1: List of Returnable Documents

T2.2: Returnable schedules and forms

CONTRACT

Part 1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance

C1.2: Contract Data

Part 2: Pricing Data

C2.1: Pricing Instructions

C2.2: Bill of Quantities

Part 3: Scope of Work

C3: Scope of Work

Part 4: Site Information

C4: Site Information

The Tender Document shall be obtained from the Employer or his authorized representative at the physical addresses stated in the Tender Notice, upon payment of the deposit stated in the Tender Notice.

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F.1.4 The Employer's Agent is:

Name : **Mhlangamvula-Isiphethu Joint Venture**
 Address : 2 Nollie Bosman Street, Phalaborwa
 Code : 1389
 Telephone : 012 030 0140
 Fax : (086) 556 4629
 E-Mail : kmuchawonwey@isiphethu.com / mhlamgamlulaco@gmail.com

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

The Employer is not obliged to accept the lowest or any tender offer.

F.2.1 Eligibility

A Tenderer will not be eligible to submit a tender if:

- (a) the contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;
 - (b) the Tenderer does not have the legal capacity to enter into the contract;
 - (c) the contractor submitting the tender is 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 the foregoing;
 - (d) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy;
 - (e) The Tenderer who cannot demonstrate that he possesses the necessary technical qualifications and competencies, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract; or
- TENDERERS TO TAKE PARTICULAR NOTICE OF THIS CLAUSE AS TENDERERS WHO DO NOT COMPLY HERewith WILL NOT BE CONSIDERED ELIGIBLE.**
- (f) The Tenderer who cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.

F.2.7 Site visit and clarification meeting

The arrangements for the non-compulsory site inspection visit and clarification meeting are as follows:

Location: Kobwa Hall, MALELANE Nkomazi Local Municipality

Date : 04 September 2026

Starting time: 10: 00AM

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F.2.12 Alternative tenders

If a Tenderer wishes to submit an alternative tender offer, the only criteria permitted for such an alternative tender offer are:

(a) Individual items

Individual items offered as alternatives to items in the Bill of Quantities will only be considered if listed and priced in Form G: *Amendments, Qualifications and Alternatives* in Part 2 of the Contract Document, accompanied by a detailed statement as necessary.

(b) Alternative designs

Where a Tenderer desires to submit an alternative tender involving modifications to the design or method of construction that would alter the character of the tender, the following procedure must be observed:

- (i) The alternative offer must be accompanied by supporting information, drawings, calculations and a priced alternative Bill of Quantities to enable its technical acceptability, construction time and price to be fully assessed. Such information, drawings and Bill of Quantities must be sufficient for the proper evaluation of the tendered alternative; otherwise, the offer will not be considered;
- (ii) Any alternative tender involving modifications to the design will be assessed on its merits and may be accepted. An accepted alternative design will become the design for the contract.
- (iii) If an alternative design with its priced Bill of Quantities has been accepted, the sum thus tendered for the alternative will not be subject to re-measurement and will be the final amount payable to the Contractor, except only for variations arising from:
 - Changes in design parameters ordered by the Engineer;
 - Changes not arising from any failure or fault of the Contractor, but from modifications requested by the Engineer.
- (iv) A decision whether or not to adopt a technically acceptable modified design will be governed by the amount of the overall saving and the advantages to the Employer which the modified design can be reliably expected to achieve. Matters to be considered in arriving at the overall saving will include the effect of any deferment in starting date arising from extra time needed for the preparation of an amended contract for signature.
- (v) The priced alternative Bill of Quantities must include an amount equal to 5% of the amount tendered therein to cover the Employer's costs of checking the alternative design offered.

F.2.13 Submitting a Tender Offer**F.2.13.5** Tender offers shall be submitted as an original only.

Under no circumstances whatsoever may the tender forms be retyped or redrafted. Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies.

F.2.13.6 A two-envelope procedure will not be followed.**F.2.15 Closing Time**

The closing time for submission of Tender Offers is as per the Tender Advert. Telephonic, telegraphic, facsimile, telex, electronic or e-mailed tenders will **not** be accepted.

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F.2.16 Tender Validity

All tenders shall remain valid for a period of ninety (90) days after the time and date set for the opening of tenders, or until the Tenderer is relieved of this obligation by the Employer, in writing, at an earlier date. However, the Tenderer may be requested in writing, not later than fourteen (14) days before this validity period will lapse, to extend the validity of this tender for a specific period. The written approval of the Tenderer must then be received before the lapsing of the original validity period, to remain valid.

Should a Tenderer –

- Withdraw his tender during the period of its validity; or
- give notice of his inability to execute the contract or fail to execute the contract; or
- fail to sign the contract agreement or furnish the required security within the period fixed in the Contract Data or any extended time agreed to by the Employer;

then he shall be liable for and pay to the Employer –

- all expenses incurred in calling for fresh tenders, if it should be necessary;
- the difference between his tender and any less favourable tender accepted either by fresh tenders being called or by another tender being accepted from those already received;
- any escalation of the final contract price resulting from any delay caused in calling for fresh tenders:

Provided always that the Employer may exempt a Tenderer from the provisions hereof, if it is of the opinion that the circumstances justify such exemption.

F.2.19 Access

Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.

F.2.22 Return of Tender Documents

Not applicable.

F.2.23 Certificates

The following certified certificates must be provided with the tender (Compulsory):

- Joint Venture Agreement and Power of Attorney in case of Joint Ventures;
- Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993);
- Company/CC/Trust/Partnership registration certificates; and
- Certified Copies of identity documents of company owner/directors.

F.3.5 The two-envelope system **will not** apply to this tender.

F.3.11 Evaluation of Tender Offers

The Mpumalanga Department of Public Works, Roads & Transport has adopted a policy in the legislation applicable to procurement of tenders and management of Construction Contracts. To achieve the Government's community empowerment policies, an environment conducive to emerging and SMME contractors has to be created. Therefore, the procurement policy adopted by Mpumalanga Department of Public Works, Roads and Transport will be implemented in this contract to give effect to Section 217(2) of the Constitution and as published in Government Gazette no 16085, dated 23 November 1994.

F.3.11.2 Tenders will be evaluated in two stages in accordance with the standard tender evaluation Method 2: Financial Offer and preference:

STAGE 1: TEST FOR RESPONSIVENESS/ELIGIBILITY

In order for a tender to be considered responsive, it must comply with **ALL** of the following criteria:

- a) The tender documentation must be completed and signed in all respects;

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- b) The Contractor must have the required CIDB grading;
- c) The tender documentation must include all necessary and applicable documentation as listed in F.2.23 above; and
- d) The tender must comply with the eligibility criteria noted in F.2.1.

The responsiveness of a tender will be assessed by scoring the bid according to the criteria detailed in MBD 6.1.

It is incumbent on the Tenderer to ensure that the returnable documents in T2 are completed in sufficient detail to enable the score to be properly assessed. If the information provided renders a specific criterion not being fully complied with, then the bid will be scored on the next criterion down.

STAGE 2: FINANCIAL OFFER AND PREFERENCES

All tenders that meet the stage 1 criteria for responsiveness will progress through to the evaluation phase as set out in this tender document.

F.3.11.4 Points scored for price

The following preference point systems are applicable to all bids:

- The 80/20 preference point system will be applicable for requirements with a Rand Value of up to R50 000 000 (all applicable taxes included); and
- The 90/10 preference point system will be applicable for requirements with a Rand Value above R50 000 000 (all applicable taxes included).

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Annex F: Standard Conditions of Tender

(As contained in Annexure F of Board Notice 12 of 2009: Standards for Uniformity in Construction Procurement)

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 for the calling for expressions of interest, 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.

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- 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; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

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 read, copied and recorded. Writing 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 submission 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 tenders 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.

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

Treat as confidential 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.

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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 familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Insurance for this contract is to be supplied by contractor as per 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

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 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.

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- F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- F.2.13.8** Accept that the employer 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 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

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arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices 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 notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.2.24 Contract Price Adjustment.

The tender price given is fixed and will not be adjusted for escalation, unless provided for in the contract data. Fluctuations in the foreign currency exchange rate, however, shall be dealt with in the following manner:

1. No change in the tendered rates shall be allowed if the foreign currency (Rand versus US dollar) exchange rate on the date of letter of acceptance, by the client, of this contract has fluctuated up or down by less than or equal to 5% of the base exchange rate. (Refer to note 3 below)
2. Should the foreign currency (Rand versus US Dollar) exchange rate on the date of letter of acceptance, by the client, of this contract have fluctuated up or down by more than 5% of the base exchange rate (See note 3 below), the tendered rates for Section 2 in the Schedule of Quantities shall be adjusted up or down by an amount equal to the difference between the exchange rate on the date of letter of acceptance and the base exchange rate plus or minus 5 %, whichever is applicable.

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3. The base foreign currency (Rand versus US dollar) exchange rate shall be the exchange rate determined by the Johannesburg Stock Exchange (JSE) at **4h00 pm** on the Monday before the tender closing date.

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 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 of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the Tender Notice 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, if any, 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

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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 or discrepancies

F.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is 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.
- 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

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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 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 the sub clause is repeated.

F.3.11.3 Method 2: Financial offer and preference

In the case of a financial offer and preferences:

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

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

Where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

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

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

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

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

Where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

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

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

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

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

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

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 preference claimed in accordance with F.3.11.8.
 N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

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

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

where: S_o is the score for quality allocated to the submission under consideration;
 M_s is the maximum possible score for quality in respect of a submission.
 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 participating 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

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.

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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.

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T2 Returnable Documents**T2.1 List of Returnable Documents**

The Tenderer must complete the following returnable documents and submit with the complete tender document.

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DOCUMENT REF.	DESCRIPTION	ACTION
RETURNABLE SCHEDULES AND CERTIFICATES		
A	Proof of Registration on the National Treasury Centralised Supplier Database (CSD)	Attach
B	Proof of tax compliance status and a valid SARS PIN	Complete/Attach
C	Bank Rating Letter	Complete/ Attach
D	BBBEE Verification Certificate. In case of Joint Venture (JV); B-BBEE must be SANAS approved	Attach
FAILURE TO SUBMIT/FULLY COMPLETE THE BELOW DOCUMENTS WILL RENDER THE TENDER SUBMISSION NON-RESPONSIVE (COMPULSORY RETURNABLES)		
E	Certificate of Attendance at a Tender Site Meeting	Complete
F	Record of Addenda to Tender Documents (If applicable)	Complete
G	Amendments, Qualifications and Alternatives (If applicable)	Attach
H	Certificate of Authority for Signature	Complete
I	Copy Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Disease Act No. 130 of 1993)	Attach
J	Fully Completed MBD Forms: MBD2, MBD3.2, MBD3.3, MBD4, MBD5, MBD6.1, MBD7.1, MBD7.2, MBD7.3, MBD8, MBD9	Complete
K	Municipal Declaration	Complete
INFORMATION REQUIRED FOR EVALUATION PURPOSES		
L	Key Personnel	Attach
M	Qualifications and Relevant Experience of the Contract Manager (Curriculum Vitae Format)	Attach
N	Qualifications and Relevant Experience of the Site Agent (Construction Manager) (Curriculum Vitae Format)	Attach
O	Qualifications and Relevant Experience of the Foreman (Curriculum Vitae Format)	Attach
P	Relevant Experience of the Safety Officer (Curriculum Vitae Format)	Attach
Q	Relevant Experience of the Plant Operator (Curriculum Vitae Format)	Attach
R	Summary of Tendering Firms Experience (Similar Work and Environment)	Complete
S	Provisional Programme	Attach/ Complete
T	Schedule of Plant and Equipment/Letter of Intent to Hire	Attach/ Complete
U	Occupational Health & Safety Plan	Attach
V	Certified CIDB Grading Certificate	Attach

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A: CENTRAL SUPPLIER DATABASE REGISTRATION NUMBER**IMPORTANT NOTES:**

1. The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000:

Central Supplier Database Registration Number

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VALID CSD REPORT:*[Valid CSD report to be attached to this page]*

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B: PROOF OF TAX COMPLIANCE STATUS AND A VALID SARS PIN**IMPORTANT NOTES:**

1. The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000:

"Valid Tax clearance certificate / Central Supplier Database Registration Number

16. No contract may be awarded to a person who has failed to submit an original Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangements have been made with SARS."

2. The ST 5.1 form, Application for Tax Clearance Certificate (in respect of tenders), must be **completed by the tenderer in every detail and submitted to the Receiver of Revenue** where the tenderer is registered for income tax purposes. The Receiver of Revenue will then furnish the tenderer with a Tax Clearance Certificate that will be valid for 6 months from the date of issue.

Each party to a Consortium/Joint Venture/Sub-contractors must complete a separate Tax Clearance Certificate.

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TAX CLEARANCE CERTIFICATE / SARS PIN

[Tax Clearance Certificate obtained/ PIN from SARS to be attached to this page]

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C: BANK RATING AND CONFIRMATION OF BANKING DETAILS

Tenderers financial capacity to finance and undertake a contract of this nature will also be checked and consequently it is a requirement that the details below be provided.

NAME OF TENDERER					
NAME OF ACCOUNT HOLDER AT BANK					
TYPE OF ACCOUNT (Please tick)	CURRENT/CHEQUE	☐	SAVINGS	☐	TRANSMISSION
BANK					
BRANCH NAME					
ACCOUNT NUMBER					
BRANCH CODE					
BANK RANKING CODE					
BANK TELEPHONE NO					
BANK ADDRESS					
NAME OF BANK MANAGER					
TELEPHONE NUMBER					
FAX NUMBER					
NO OF YEARS ABOVE ACCOUNT HAS BEEN WITH BANK					
CREDIT FACILITIES AVAILABLE (State Amount)					

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

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D: REGISTRATION CERTIFICATES OF AN ENTITY**ENTITY REGISTRATION:**

[Important note to Tenderer: Registration Certificates for Companies, Close Corporations and Partnerships and ID documents for Sole Proprietors must be inserted here. In the case of a Joint Venture, a copy of a duly signed Joint Venture Agreement clearly setting out the roles and responsibilities of the parties must be included with particular reference to the guarantees required in terms of the Contract Data. The Joint Venture Agreement must also clearly indicate how payment is to be effected to the entity and distributed to the parties]

CIDB REGISTRATION:

Tenderer's must also indicate their CIDB registration details in the space provided.
(If not registered, attach proof that the enterprise can be registered with the CIDB within 10 days)

Registered Name	Registration Number

BBBEE CERTIFICATION:

The Tenderer must also attach hereto a certified copy of their B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS).

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

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E: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that (*Tenderer*)

of (*address*).....

..... was represented by the person(s) named below at the non-compulsory meeting held for all tenderers on 04/09/2026

We acknowledge that the purpose of the meeting was to acquaint myself/ourselves with the site of the works and/or matters incidental to doing the work specified in the tender documents in order for me/us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:

Name: Signature:

Capacity:

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F: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

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G: AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

Notes: (1) *Amendments to the General and Special Conditions of Contract are not acceptable;*

(2) *The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.*

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

Notes: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.

(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.

(3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.

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(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

Note: The tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer will be prejudiced

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

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H: CERTIFICATE OF AUTHORITY FOR SIGNATURE OF AN ENTITY

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

(I) Company	(II) Close Corporation	(III) Partnership	(IV) Joint Venture	(V) Sole Proprietor

(I) CERTIFICATE FOR COMPANY

I, chairperson of the Board of Directors of
, hereby confirm by resolution of the Board (copy
 attached) taken on 20....., that

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

Signature of Chairman:

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

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(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as
.....hereby authorise Mr/Ms
acting in the capacity of, to sign all documents
in connection with the tender for Contract No and any contract resulting from it on our
behalf.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME	ADDRESS	SIGNATURE	DATE

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

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I: WORKMANS' COMPENSATION REGISTRATION CERTIFICATE (OR PROOF OF PAYMENT OF CONTRIBUTIONS IN TERMS OF THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT NO. 130 OF 1993)

[Certified Copy of the Certificate or Proof of Payment thereof obtained from the Workmen's Compensation Commissioner to be inserted here]

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J: RETURNABLE SCHEDULE REQUIRED ONLY FOR TENDER EVALUATION PURPOSES, FORMS (MBD Forms)

MBD2:	Tax Clearance Certificate Requirements
MBD4:	Declaration of Interest
MBD5:	Declaration for procurement above R10m (all applicable taxes included)
MBD6.1:	Preference Points claim form in terms of the preferential procurement regulations 2011
MBD7.1:	Contract form-purchase of goods/works
MBD7.2:	Contract Form-rendering of services
MBD7.3:	Contract Form-Sale of Goods/Works
MBD8:	Declaration of bidder's past Supply Chain Management Practices
MBD9:	Certificate of Independent bid determination

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MBD 2**TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The Tax Clearance Certificate must be submitted together with the bid. Failure to submit the Tax Clearance Certificate will result in the invalidation of the bid.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

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MBD 4**DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state:
2. Any person or having kinship with a person in the service of state, or persons who act on behalf of Nkomazi Local Municipality, including a blood relationship, may make an offer or offers in terms of this bid invitation. In view of possible allegations of favouritism or bias, should the resulting bid, or part thereof, be awarded to persons employed by State, or to persons who act on behalf of Nkomazi Local Municipality, or to persons connected with or related to them, it is required that the bidder or his authorised representative shall declare any interest of whatever nature and/or relationship (including blood relationship) to any employees, or persons who act on behalf of, or persons connected with or related to Nkomazi Local Municipality.

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

1.1. Full Name of the bidder or his representative:.....

1.2. Identify Number:

1.3. Position occupied in the Company (director, trustee shareholder):

1.4. Company Reference Number:

1.5. Tax Reference Number:

1.6. VAT Registration Number:

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

1.8. Are you presently in the service of the state?

YES/NO

3.8.1 If yes, furnish particulars:

❖ MSCM Regulations: "in the service of the state" means to be-

(a) A member of-

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

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

1.9. Have you been in the service of the state for the past twelve months?

YES/NO

If yes, furnish particulars:

1.10. Do you, have any relationship (family, friend, other) with a person employed by state/Nkomazi Local municipality, who may be involved in the evaluation and adjudication of this bid?

*YES / NO

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3.10.1 If yes, furnish particulars:

.....

1.11. Are you, aware of any relationship (family, friend, other) between the bidder and any person employed by state/Nkomazi Local Municipality, who may be involved in the evaluation and adjudication of this bid?

*YES / NO

3.11.1 If yes, furnish particulars:

.....

1.12. Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of state?

YES/NO

3.12.1 If yes, furnish particulars.

.....

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

YES/NO

13.13.1 If yes, furnish particulars.

.....

13.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

13.14.1 If yes, furnish particulars.

YES/NO

.....

2. Full details of directors. Trustees/ members/ shareholders.

Full Name	Position filled in the "State"	ID number	State employee number

.....
 Signature

.....
 Bid Number

.....
 Date

.....
 Capacity

.....
 Name of the Company

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

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

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

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years. *YES / NO

.....

.....

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

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

2.2 If yes, provide particulars.

.....

.....

.....

.....

* Delete if not applicable

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

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3.1 If yes, furnish particulars

.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? *YES / NO

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature Date

.....
Position Name of Bidder

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MBD 6.1**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the **80/20** preference point system.

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	80
SPECIFIC GOALS	20
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

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to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$80/20 \quad \text{or} \quad 90/10$$

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS		
A total of 8 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -		
HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS	POINTS ALLOCATION	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
100% black person or people owned enterprise	2	A copy of a Full CSD report not older than 3 months
More than 30% woman or women shareholding or owned enterprise	2	
more than 30% youth shareholding or owned enterprise	2	
More than 30% people living with disability shareholding or owned enterprise	2	A copy of a Medical Certificate to confirm disability
POINTS FOR IMPLEMENTING OF RDP PROGRAMMES		
A total of 12 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP -		
Enterprises regarded as *EMEs located within the Ehlanzeni District Municipality area of jurisdiction	2	➤ A copy of a Full CSD report not older than 3 months NB: Points will only be awarded if the CSD physical address is the same as the address for the proof of residence required in 1.9 above.
Enterprise who will sub-contract minimum of 30% of the contract value to EMEs in the ward or local communities where the services of work to be rendered will be undertaken;	2	➤ Joint venture requirements as per the tender document and all relevant legislations pertaining to joint ventures
Points for Corporate Social Investment (CSI) or Social Labour Plan proposition	5	Comprehensive Methodology on how the tenderer is planning to invest back to the community of Nkomazi Local Municipality: - Community development grounded on the principles of empowerment, social justice, collective action to mention but a few. - These undertakings shall form part of the service level agreements SLA and be managed as such.
Points for valid B-BBEE level 1	3	➤ Certified Valid BBBEE certificate

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contribution (SANAS accredited B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership).		➤ or Certified Valid EME and SME a sworn affidavit ➤ or Certified Valid CIPC issued certificate confirming annual turnover and level of Black Ownership
TOTAL PREFERENCE POINTS TO BE CLAIMED	20	

All certified copies must not be older than three months.

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The points obtained on functionality must be at least 70 out of a maximum of 100 points. Prospective bidders/tenderers who obtained less than 70 points will not be considered in second round of the evaluation.

TENDERER'S MUST SCORE A MINIMUM OF 70 POINTS IN ORDER FOR THE BID TO BE ELIGIBLE IN TERMS OF F.2.1 (e).

TECHNICAL EVALUATION CRITERIA

Criterion	Assessment	Points Awarded	Max Score
Construction Team Key Personnel (Forms L, M, N, O) Certification of all credentials for critical personnel is mandatory. An uncertified copy of the qualifications will not be accepted, and a copy of the CV must be included.	Contract manager has Certified BEng/B-Tech in Civil Engineering NQF 7 or higher (4); NQF 7 (Labour Intensive) Qualification (2); Minimum of Ten years' experience managed 4 waste water treatment works projects or water treatment works plant (4).	10	30
	Site Agent has Certified BEng/B-Tech in Civil Engineering NQF 7 or higher (4); NQF 5 (Labour Intensive) Qualification (1); Minimum of 6 years' experience managed 3 waste water treatment works projects or water treatment works plant (3)	08	
	General Foreman has Certified ND in Civil Engineering NQF 6 or higher (2); Minimum of 5 years' experience managed 2 waste water treatment works projects or water treatment works plant (2).	04	
	Health and Safety Officer with a Certified relevant NQF 5 safety qualification (2); Registered with the SACPCMP as a construction health and safety officer (1) and Minimum of 3 years' experience managing projects (1)	04	
	Plant Operator with a Certified relevant trade certificate (2); Three years' experience (2). DISCLAIMER: The key personnel proposed by the Contractor in the completed tender submission shall be deemed committed to the Contract. No substitution or replacement of such personnel shall be made without prior written notification to and approval by the Engineer. The Contractor shall provide full motivation for the proposed change together with the qualifications and experience of the proposed replacement. Replacement personnel shall have qualifications, experience and competency equal to or greater than those originally tendered.	04	
Experience of similar work and environment (Form P)	Company Experience of similar work in the past 7 years; 12.5 points for each similar successfully completed project with value of R15 million and above 7.5 points for each similar completed project with value of R7 million to R14 million 2 points for each similar completed project with value of R4 million to R6.5 million 0 points for each similar completed project with value of R0 million to R3.9 million Tenderers are required to attach certified appointment letters and their corresponding completion certificates. Failure to attach both appointment letter and completion certificate will result in zero points being awarded	12.5 7.5 02 0	50

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Company financial Capacity (Form C)	Bank Rating of: C or better - 5; D - 3; E or Lower - 0;		05
Plant and Equipment (Form R)	2 x TLB (Own/Hired) – 7 2 x Excavators - (Own/Hired) – 4 1 x Plate Compactor - (Own/Hired) – 4		15
MAXIMUM SCORE:			100

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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 because 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 because of that person's conduct;
 - c. cancel the contract and claim any damages which it has suffered because 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

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

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

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

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CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

- (i) Bidding documents, viz
- Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE:

BID NO:	NKO:43/2026	INITIALS	
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MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE:

BID NO:	NKO:43/2026	INITIALS	
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MBD 7.2**CONTRACT FORM - RENDERING OF SERVICES**

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

- (iv) Bidding documents, viz
- Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
- (v) General Conditions of Contract; and
- (vi) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

BID NO:	NKO:43/2026	INITIALS	
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MBD 7.2**CONTRACT FORM - RENDERING OF SERVICES****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP



WITNESSES

1

2

DATE:

BID NO:	NKO:43/2026	INITIALS	
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MBD 7.3**CONTRACT FORM - SALE OF GOODS/WORKS**

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE SELLER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE SELLER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

- (vii) Bidding documents, viz
- Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Special Conditions of Contract;
- (viii) General Conditions of Contract; and
- (ix) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I undertake to make payment for the goods/works as specified in the bidding documents.

6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

7. I confirm that I am duly authorized to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE:.....

BID NO:	NKO:43/2026	INITIALS	
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MBD 7.3**CONTRACT FORM - SALE OF GOODS/WORKS****PART 2 (TO BE FILLED IN BY THE SELLER)**

4. I..... in my capacity as.....
accept your bid under reference numberdated.....for the purchase of goods/works
indicated hereunder and/or further specified in the annexure(s).

5. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

3.

4.

DATE

BID NO:	NKO:43/2026	INITIALS	
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MBD 8**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person 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 National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐

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4.7.1	If so, furnish particulars:
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CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

BID NO:	NKO:43/2026	INITIALS	
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MBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

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MBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a. has been requested to submit a bid in response to this bid invitation;
 - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. geographical area where product or service will be rendered (market allocation)
 - c. methods, factors or formulas used to calculate prices;
 - d. the intention or decision to submit or not to submit, a bid;
 - e. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f. bidding with the intention not to win the bid.

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8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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.

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K: MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS

The following particulars must be furnished in relation to tenders for municipalities and municipal entities where:

- a) consultancy services are required; and
- b) goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT.

In the case of a joint venture, separate municipal declarations and returnable documents shall be submitted in respect of each partner.

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Declaration for consultancy services:

The enterprise has been awarded the following consultancy services by an organ of state during the last five years.

Name of organ of state	Estimated number of contracts	Nature of service, e.g, quantity surveying	Service similar to required service (yes / no) ?

Attach separate page as necessary

Section 3 Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT

I / we certify that

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1) (tick one of the boxes):

- ☐ the enterprise **is not** required by law to prepare annual financial statements for auditing
- ☐ the enterprise **is** required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years.

2) the enterprise and its directors has / have 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 (ie: all municipal accounts are paid up to date);

3) source of goods and / or services :

(tick one of the boxes and insert percentages if applicable):

- ☐ goods and / or services are sourced only from within the Republic of South Africa
- ☐ % of the total cost of goods and / or services will be sourced from outside the Republic of South Africa and the percentage of payment from the municipality or municipal entity which is expected to be transferred out of the Republic is . %

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of such contracts:

Name of organ of state	Estimated number of contracts	Nature of contracts

Attach separate page as necessary

I, the undersigned who warrants that I am duly authorised on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct

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Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

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L: KEY PERSONNEL

In terms of the Project Specification, all unskilled workers are to be locally sourced.

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

Category of Employee	Number of Persons					
	Key Personnel, Part of the Contractor's Organisation		Key Personnel to be imported if not available locally		Unskilled Personnel to be recruited from local community	
	PDI	NON-PDI	PDI	NON-PDI	PDI	NON-PDI

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

BID NO:	NKO:43/2026	INITIALS	
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The success of this project will largely depend on the ability of the **Key Personnel** to manage local resources that are largely unskilled. The Tenderer must indicate who they intend using for this function and must list the incumbent's experience.

Failure to provide proof of a suitable candidate to manage the work permanently on site during the currency of the contract will result in disqualification in terms of Clause F.2.1.

[illegible]

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

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N: CURRICULUM VITAE OF KEY PERSONNEL – SITE AGENT

Site Agent:	Years with firm:
Qualifications:	
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required Service:</u>	
(Indicate no of years' experience)	

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

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O: CURRICULUM VITAE OF KEY PERSONNEL – FOREMAN

Foreman:	Years with firm:
Qualifications:	
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required Service:</u>	
(Indicate no of years' experience)	

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

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[illegible]

DATE:

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Q: CURRICULUM VITAE OF KEY PERSONNEL – PLANT OPERATOR

Plant Operator:	Years with firm:
Qualifications:	
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required Service:</u>	
(Indicate no of years' experience)	

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

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R: SCHEDULE OF TENDERING FIRM'S EXPERIENCE (SIMILAR WORK AND ENVIRONMENT)*[REFER TO THE TENDER DATA FOR THE SCOPE OF WORK]*

PROJECT NAME	DESCRIPTION	VALUE	REFERENCE

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

BID NO:	NKO:43/2026	INITIALS	
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R1 – Schedule of Previous Wastewater Treatment Works Civil Works Construction carried out by the Tenderer

	DETAILS	DESCRIPTION
1.	Project Name:	
	Client:	
	- Contact Person:	
	- Contact Details:	Tel: _____ Fax: _____ Email: _____ Address: _____
	Consulting Engineers:	
	- Contact Person:	
	- Contact Details:	Tel: _____ Fax: _____ Email: _____ Address: _____
	Total Value of Project (Incl. VAT):	R
	Type of Treatment Works:	
	Treatment Works size:	(i) Capacity (.....ML/d)
	Project Completion Date:	Year / Month:
	Total Project Scope:	Brief description of entire project's scope of work:
	Tenderer's Value of Work (Incl. VAT):	R
	Tenderer's Scope of Work:	☐ Main contractor ☐ Sub-contractor (tick which is relevant)
Scope of Work, Please indicate if the following elements were included :	☐ Concrete Works ☐ Blasting ☐ Pipe Laying (installation) ☐ Installing valves ☐ Backfilling ☐ Stabilisation Ponds Cleaning ☐ Testing and commissioning ☐ Installation of HDPE liner ☐ Concrete Chambers	

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S: PROVISIONAL PROGRAMME

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this tender.

The programme must indicate all key activities, time frames and must clearly demonstrate the Tenderer's understanding of the scope of works.

The competency and clarity of the programme will help to inform the Employer's assessment of the Tenderer's eligibility to execute the contract.

ACTIVITY	PROGRAMME									
	WEEKS / MONTHS									

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

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T: SCHEDULE OF PLANT AND EQUIPMENT

It is important that the Tenderer be able to demonstrate that he/she has adequate plant and equipment to efficiently execute the proposed scope of works.

The Tenderer's response to this section will be used in assessing the eligibility of the tender offer.

(a) Details of important equipment that is owned by **and is immediately available for this contract.**

Quantity	Description	Size	Capacity

Attach additional pages if more space is required.

(b) Details of important equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

Quantity	Description	Size	Capacity

Attach additional pages if more space is required.

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

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U: CONTRACTOR/SERVICE PROVIDER'S HEALTH AND SAFETY DECLARATION

In terms of the Occupational Health and Safety Act No 85 of 1993 a Contractor may only be appointed to perform key services if the *Purchaser* is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the provisions of the Act.

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

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993) herein after referred to as the "Act"
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the services specified under this contract in compliance with the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:

(a)	From my own competent resources	*Yes / No
(b)	From my own resources still to be appointed or trained until competency is achieved	*Yes / No
(c)	From outside sources by appointment of competent specialist subcontractors	*Yes / No

(* = delete whatever is not applicable)

4. I confirm that copies of my company's approved Health and Safety Plan, will at all times be available for inspection by the *Purchaser's* personnel, Nkomazi Local Municipality officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the Act and that I will be liable for any penalties that may be applied for failure to comply with the provisions of the Act.
6. I agree that my failure to complete and execute this declaration to the satisfaction of the *Purchaser* will mean that I am unable to comply with the requirements of the Act and accept that my tender will be prejudiced and may as a result be rejected at the discretion of the *Purchaser*.

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

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V: CERTIFIED CIDB GRADING CERTIFICATE

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THE CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

PART C2: PRICING DATA

PART C3: SCOPE OF WORK

PART C4: SITE INFORMATION

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KOMATIPOORT WASTEWATER TREATMENT WORKS AND SEWER PUMPSTATIONS REFURBISHMENT AND UPGRADE

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C1.4: AGREEMENT WITH ADJUDICATOR

C1.5: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

PART C2: PRICING DATA (YELLOW COLOUR)

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C2.2: BILL OF QUANTITIES

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C4.2: TENDER DRAWINGS

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C1.1 FORM OF OFFER AND ACCEPTANCE**A: OFFER**

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

KOMATIPOORT WASTEWATER TREATMENT WORKS AND SEWER PUMPSTATIONS REFURBISHMENT AND UPGRADE

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 Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

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

R (*In words*),

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

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

Name: (*of Signatory in capitals*).....

Capacity: (*of Signatory*)

Name and address of organisation: (Tenderer)

Address:

WITNESS:

Signature:

Name: (in capitals)

Date:

[Failure of a Tenderer to sign this part of the Form of Offer and Acceptance will invalidate the tender]

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B: ACCEPTANCE

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract 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 listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be signed by the authorised representative(s) of both parties.

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives 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.

For the Employer

Signature:

Name: (in capitals)

Capacity:

Name and address of organisation: (Employer)

Address:

Telephone number: **Fax number:**

Signature and name of witness

Signature: **Name: (in capitals)**

Date:

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C: SCHEDULE OF DEVIATIONS

Note: This Form C must not be completed at tender stage. It will only form part of a future contract between the Employer and the successful Tenderer (now Contractor)

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 foresaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such an 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.....
	
	
5	Subject.....
	Details.....
	
	

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to

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the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

FOR THE TENDERER:

Signature:

Name:

Capacity:

Tenderer: *(Name and address of organization)*

Witness:

Signature:

Name:

Date:

FOR THE EMPLOYER

Signature:

Name:

Capacity:

Employer: *(Name and address of organization)*

Witness:

Signature:

Name:

Date:

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D: CONFIRMATION OF RECEIPT

Note: This Form D must not be completed at tender stage. It will only form part of a future contract between the Employer and the successful Tenderer (now Contractor)

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 on this

the (day) of(month) 20 (year)

at (place)

FOR THE CONTRACTOR:

Signature:

Name:

Capacity:

Signature and name of witness:

Signature:

Name:

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C1.2 CONTRACT DATA**C1.2.1 CONDITIONS OF CONTRACT****GENERAL CONDITIONS OF CONTRACT**

This Contract will be based on the "General Conditions of Contract for Construction Works - 3rd Edition 2015", issued by the South African Institution of Civil Engineering. (Short title: "GCC2015").

It is agreed that the only variations from the said Conditions of Contract are those set out hereafter under "Particular Conditions of Contract".

C1.2.2 CONTRACT DATA (Applicable to this contract)**CONTRACT DATA FOR NKO 43/2026****PART 1: DATA PROVIDED BY THE EMPLOYER****CONTRACT SPECIFIC DATA**

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

COMPULSORY DATA	
Clause No.	
1.1.1.15	Name of Employer: Nkomazi Local Municipality
1.2.1.2	Address of Employer: Physical: 9 Park Street Malalane 1320 Telephone No: 013 790 0245 E-mail: lungile.bhiya@nkomazi.gov.za Postal: Private Bag X 101 Malalane 1320
1.1.1.16	Name of the Employer's Agent: Mhlangamvula-Isiphethu Joint Venture
1.2.1.2	Physical: 2 Nollie Bosman Street Phalaborwa Limpopo, 1389 Telephone No: 012 030 0140 E-mail: kmuchawonweyi@isiphethu.com Postal: 2 Nollie Bosman Street Phalaborwa Limpopo, 1389
1.1.1.13	The Defects Liability Period is 12 months.
1.1.1.27	The Pricing Strategy is a Re-measurement Contract
3.2.3	Specific approval of the Employer required The Employer's Agent is required to obtain the specific approval of the Employer for the following: (1) Significant changes to the Specifications related to Plant and materials which may have an impact on the operation and maintenance of the Works. (2) The issuing of an instruction to accelerate the progress in terms of Clause 5.7.3. (3) The reduction of a penalty for delay in terms of Clause 5.13.2. (4) Authorizing the Contractor to repair and make good damage caused by

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	excepted risks in terms of Clause 8.2.2.2. (5) Instructing a Variation in terms of Clause 6.3.1 (6) Any expenditure beyond approved Contract Sum.
5.3	Commencement of Works
5.3.1	The documentation required before commencement with Works execution are: Health and Safety Plan (Refer to Clause 4.3) Initial Programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6)
5.3.2	The time to submit the documentation required before commencement with Works execution is 14 days
5.4	Access to the Site
5.4.2	Access to and possession of the Site shall not be exclusive to the Contractor. The wastewater treatment works and pumpstations shall remain operational throughout the Contract Period. The Employer, the Employer's operating personnel and their authorised representatives shall retain unrestricted access to all operational facilities at all times. Access to the stabilisation ponds for desludging, cleaning and refurbishment shall be granted in phases as determined by the Employer's Agent in consultation with the Employer's operations staff, to ensure continuous treatment of wastewater. The Contractor shall plan and execute the Works in accordance with the approved construction programme and sequencing, allowing for phased possession of the ponds. The Contractor shall not interfere with the operation of the wastewater treatment works except during approved shutdowns or isolations authorised by the Employer's Agent. The Contractor shall coordinate all desludging and cleaning activities with the Employer's operating personnel and shall provide not less than 14 days' written notice before requiring possession of any pond or operational area. No claim for additional cost or extension of time arising solely from the non-exclusive possession of the Site, phased access, or operational constraints expressly stated in the Contract Data shall be considered.
5.5.1/ 1.1.1.14	Time for achieving Practical Completion The time for achieving Practical Completion is Forty Two (42) Weeks which shall include all non-working and special non-working days, but excluding the builder's shutdown period.

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5.8.1 & 5.1.1.1	Non-working times and special non-working days The non-working days are Sundays. The special non-working days are: (1) Statutory public holidays as declared by the National Government, including: New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill (2) The year-end break commencing at the close of business on 15 December and ending with the start of business on the 1st working day after 1 January of the next year, which commences after the Commencement Date and before the Completion Date
5.13.1	Penalty for Delay The penalty for failing to complete the Works by the Due Completion Date shall be R8 500-00 (exclusive of VAT) per calendar day.
5.14.1	Completion The requirements for achieving Practical Completion are: (1) The Works have been completed substantially in accordance with the Contract and are capable of being safely and effectively operated for their intended purpose. (2) All wastewater treatment processes affected by the Contract have been returned to full operational service and are capable of continuous operation. (3) All stabilisation ponds included in the Contract have been: • desludged and cleaned as specified; • refurbished, including embankments, inlet and outlet structures and associated pipework; • lined; • filled, commissioned and placed into operational service. (4) All new mechanical, electrical and instrumentation equipment has been: • installed; • tested; • commissioned; • demonstrated to operate in accordance with the Contract requirements. (5) The Contractor has demonstrated that all safety systems, handrails, access platforms, fencing, gates, warning signage and security measures required under the Contract are complete and operational. (6) The Site has been cleared of construction equipment, temporary works, surplus materials, debris and waste, except for items specifically required during the Defects Liability Period. (7) All disturbed areas have been reinstated to the satisfaction of the Employer's Agent. (8) The following documentation has been submitted and accepted: • Operation and Maintenance Manuals. • As-built drawings. • Test certificates. • Commissioning records. • Equipment warranties and guarantees. (9) The Contractor has completed training of the Employer's operating personnel in accordance with the Contract. (10) Any outstanding work consists only of minor defects or omissions that: • do not prevent the safe and efficient operation of the Works; • do not materially affect treatment performance, durability or safety; and

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	• can reasonably be completed during the Defects Liability Period.
5.16.3	Latent Defect Period The latent defect period is ten (10) years
6.2.1	Security The security to be provided by the Contractor shall be a Fixed Performance Guarantee of 10% of the Contract Sum plus retention of 10% of the value of the Works. The liability of the Guarantee shall be up to the issue of the Certificate of Completion, when the Guarantee shall be returned to the Contractor.
6.2.3	Expiry Date The Expiry Date shall be the date of issue of the Certificate of Completion.
6.5	Daywork
6.5.1.1.3	The percentage allowances to cover overhead charges for daywork which has not been included in the Daywork Schedule, are as follows: 50% of the gross remuneration of workmen and foremen actually engaged in the daywork; and 15% on the net cost of materials actually used No allowance will be made for work done, or for materials and equipment for which daywork rates have been quoted at tender stage.
6.8	Adjustment in rates and/prices
6.8.2	Contract Price Adjustment Factor The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: The value of "x" is 0.1. The values of the coefficients are: a = 0.30 (Labour) b = 0.15 (Construction Equipment) c = 0.50 (Material) d = 0.05 (Fuel – Wholesale coast)

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	"L" is the "Labour Index" and shall be the Consumer Price Index (CPI) for the urban area nearest to the Site, as stated in the Contract Data, and as published in the Statistical News Release P0141 Additional Tables: Table A "CPI – all items, according to area" of Statistics South Africa, or as otherwise amended after the Commencement Date by Statistics South Africa to another suitable equivalent index to be applied to the contract and which takes effect on a specific date, subject to written agreement between the Contractor and Employer. "P" is the "Construction Equipment Index" and shall be the Producer Price Index (PPI) applicable to <i>Civil engineering plant</i> and as published in the Statistical Release P0151, Table 4 – "Producer Price Index for selected materials" of Statistics South Africa, or as otherwise amended after the Commencement Date by Statistics South Africa to another suitable equivalent index to be applied to the contract and which takes effect on a specific date, subject to written agreement between the Contractor and Employer. "M" is the "Materials Index" and shall be the Producer Price Index (PPI) applicable to the <i>Civil engineering</i> industry and as published in the Statistical Release P0151, Table 3 – "Producer Price Index for materials used in certain industries" of Statistics South Africa, or as otherwise amended after the Commencement Date by Statistics South Africa to another suitable equivalent index to be applied to the contract and which takes effect on a specific date, subject to written agreement between the Contractor and Employer. "F" is the "Fuel Index" and shall be the Producer Price Index (PPI) for <i>Diesel at wholesale level</i> for the Coast and as published in the Statistical News Release P0151, Table 4 – "Producer Price Index for materials used in certain industries" of Statistics South Africa, or as otherwise amended after the Commencement Date by Statistics South Africa to another suitable equivalent index to be applied to the contract and which takes effect on a specific date, subject to written agreement between the Contractor and Employer." The base month is the month prior to the closing date of the tender. The urban area nearest the site is Komatipoort
6.8.3	Variation in cost of special materials Price adjustments for variations in the costs of special materials are <u>not allowed</u>
6.10	Payments
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is: 80%.
6.10.3	Retention Money The percentage retention on the amounts due to the Contractor is 10% (ten percent) of the value of the works. A guarantee in lieu of retention money is not permitted.
8.6.1	Insurances
8.6.1.1.2	The Value of Plant and materials supplied by the Employer to be included in the insurance sum is : Not Required
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is : 14% of the replacement value of the damage to the Works
8.6.1.3	The limit of indemnity for liability insurance is : R10 000 000 (Ten Million Rand) for any one occurrence, with no limit on the number of occurrences during the Contract Period

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10.5	Adjudication The Adjudication Board shall be selected and appointed in terms of the CIDB Best Practice Guidelines #C3, with special reference to its Annexure 1 (Agreement as in C1.3.3 hereafter).
10.5.3	The number of Adjudication Board Members to be appointed is one (1)
10.7.1	Arbitration If, after adjudication, a dispute is still unresolved, the dispute shall be resolved by arbitration.

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PART 2: DATA PROVIDED BY THE CONTRACTOR

GCC REF. CLAUSE No	
1.1.1.9	Name of Contractor:
1.2.1.2	Address of Contractor: Physical: Postal: Telephone No: Fax No: E-mail:
6.2.1	Security The security to be provided by the Contractor shall be as stated in Part 1: Data provided by the Employer in sub-clause 6.2.1

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- **C1.3: FORMS TO BE COMPLETED BY SUCCESSFUL TENDERER**

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C1.3.1 PERFORMANCE GUARANTEE**PRO FORMA**

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

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:

Physical address:

“Employer” means: Nkomazi Local Municipality

“Contractor” means:

“Employer’s Agent” means: Mhlangamvula – Isiphethu Joint Venture

“Works” means: Contract No. NKO 43/2026 KOMATIPOORT WASTEWATER TREATMENT WORKS AND SEWER PUMPSTATIONS REFURBISHMENT AND UPGRADE

“Site” means: The areas covered by:

1. Komatipoort Wastewater Treatment Works
2. Crocodile Sewer Pumpstation
3. Haartebees Sewer Pumpstation

“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: Date of issue of the Certificate of Completion of the Works

CONTRACT DETAILS

The Employer’s Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of 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 the date of issue by the Employer’s Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, or the Expiry Date, whichever occurs first
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 surety ship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.

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4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar day, 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 affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
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

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Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

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C1.3.2 DISPUTE ADJUDICATION AGREEMENT**PRO FORMA**

[Note to Tenderer: This form should not be completed for the tender, but will be completed by the appointed Contractor.]

This Agreement is entered into between:

Name :

Physical address :

Postal address :

E-mail address :

Fax number :

Telephone number :

Mobile number :

Contractor:

Name :

Physical address :

Postal address :

E-mail address :

Fax number :

Telephone number :

Mobile number :

Employer:

Name :

Physical address :

Postal address :

E-mail address :

Fax number :

Telephone number :

Mobile number :

The Contractor and the Employer will hereinafter be collectively referred to as the Parties.

The Parties entered into a Contract NKO 43/2026 for the KOMATIPOORT WASTEWATER TREATMENT WORKS AND SEWER PUMPSTATIONS REFURBISHMENT AND UPGRADE Areas which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Fourth Edition, 2025, must be referred to (ad-hoc adjudication/standing adjudication).

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The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the General Conditions of Contract for Construction Works Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Employer's Agent for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The Parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract.

No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.

6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent traveling:
 - a. A monthly retainer of (amount) for (number) of months, and/or
 - b. A daily fee of (amount) based on a (number) hour day, and/or
 - c. A hourly fee of (amount), and/or
 - d. A non-recurrent appointment fee of (amount) which shall be accounted for in the final sums payable.
8. The Adjudication Board Member's expenses incurred in adjudication work shall be reimbursed at cost.

Upon submission of an invoice for fees and expenses to the Parties, the (Contractor/Employer*) shall pay the full amount within 28 days of receipt of the invoice and he shall be reimbursed by the other party by half the amount so that the fees and expenses are borne equally by the Parties. Late payment of such invoice shall attract interest at prime plus 3 % points compounded monthly at the prime rate charged by the Adjudication Board Member's bank.

This Agreement is entered into by:

Contractor's signature:

Contractor's name:

Place: Date:

Employer's signature:

Employer's name:

Place: Date:

Adjudication Board Member's signature:

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Adjudication Board Member's name:

Place: Date:

** Delete the inapplicable party*

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C1.3.3 DECLARATION OF INSURANCES

I/We hereby declare that the insurance policies enumerated below have been effected by me/us in accordance with the Contract Data.

Cover effected	Clause	Insurer	Policy	Expiry date
Construction Equipment				
Provisions of the COID Act				
Common Law Liability				
Motor Vehicle Liability				
Other deemed necessary				
Professional Indemnity	as applicable			

Copies of the abovementioned policies are attached

NOTE : In respect of COID, a copy of the current receipt and letter of good standing is attached

For and on behalf of the Contractor :

Official Capacity :

Date :

NOTE : This schedule shall be completed and submitted to Nkomazi Local Municipality within 14 days from the Commencement Date of the contract and will serve as a condition precedent. The Contractor shall ensure that all policies are in place for the full period under contract, and where policies need to be renewed and/or any changes effected, Nkomazi Local Municipality is to be provided with the renewal confirmation and/or details of changes within 14 days of such renewal or changes.

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C1.3.4 TRANSFER OF RIGHTS

TRANSFER OF RIGHTS AND INDEMNITY (To be completed during construction by successful Tenderer only)

Claim for materials on site, Payment Certificate No. Date:

Contract No: for (contract title)

I, the undersigned (name of signatory) in my capacity as

..... of (name of Contractor)

duly authorized 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 defect 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.

This transfer shall become effective upon conclusion of the Contractor receiving payment from the Employer or from any other person on behalf of the Employer for the materials and goods as materials on site, payment of retention money thereon excluded.

I further confirm that I am fully responsible for all materials and goods listed under this Transfer of Rights and that they have been insured adequately against all risks and will remain insured until they are built into or used in the Permanent Works and taken over by the Employer.

This certificate of Transfer of Rights applies only to the materials and goods as listed in the following table:

Description of Item	Unit	Quantity	Rate	Amount	Supplier
Total Value of Materials and goods					

Signed by: Date:
 for and on behalf of the Contractor.

Witnessed 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 6.10.1.5 of the General Conditions of Contract 2010.

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C1.3.5: Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993

THIS AGREEMENT is made between the Nkomazi Local Municipality

(hereinafter called the EMPLOYER of the one part, herein represented by:

in his capacity as: _____ ;

AND:

(hereinafter called the CONTRACTOR) of the other part, herein represented by

in his capacity as:

duly authorized to sign on behalf of the Contractor.

WHEREAS:

The Municipality and the mandatory entered into a written, alternatively oral agreement on the.....Day of20..... in terms of which the Mandatory undertook to carry out the following work for the Municipality, viz. (give a short description of the type of contract work to be done as well as the address where work will be done)

(The said contract work is hereinafter referred to as the Work)

The Occupational Health and Safety Act, Act 85 of 1993 as amended (hereinafter referred to as the Act) contains amongst others certain provisions with regard to the health and safety of people at work and in connection with the usage of plant and machinery, as well as the protection of other persons than persons at work against hazards to health and safety that originates from or in connection with the activities of persons at work.

Section 37(2) of the Act makes provision for the exclusion by the parties, by way of a written agreement, of supposition and accompanying liability of the Municipality as stipulated in section 37(1) of the Act.

The parties have reached consensus with regard to the terms and conditions to which they agree in terms of the provisions of section 37(2) of the Act.

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THE PARTIES AGREE AS FOLLOWS**WRITTEN AGREEMENT**

The parties herewith agree in terms of section 37(2) of the Act on the arrangements and procedures that must be followed to ensure compliance with the provisions of the Act by the Mandatory.

ACKNOWLEDGEMENT BY THE MANDATORY

The mandatory acknowledge herewith that he is fully acquainted with the contents of the Act, as well as with all regulations and SABS codes of practice that have been made in terms of section 43 of the Act.

UNDERTAKING BY MANDATORY

The Mandatory hereby undertakes and binds himself to the Municipality to ensure prompt and strict compliance with the provisions of the Act and the said regulations as well as with the provisions included in this Safety Agreement at all times during the execution of the Works

It is hereby recorded that the provisions of this Safety Agreement as set out hereinafter are in no way intended to restrict the duties of the Mandatory, nor to exempt the Mandatory from his obligation in accordance with the Act and the said regulations

PERSONAL PROTECTIVE EQUIPMENT

It is compulsory to wear equipment for eye protection when working in an eye protection zone or where the Work requires eye protection.

It is compulsory to wear safety helmets when working in a safety helmet zone or where the Work requires safety helmets.

It is compulsory to wear hearing protection when working in a noise zone or where the Work requires hearing protection.

The wearing of other protective clothing and equipment as prescribed by the Occupational Health and Safety Officer of Nkomazi Municipality is compulsory.

The Mandatory shall ensure that the statutory requirements are complied with at all times.

FENCING AND GENERAL MACHINERY PROTECTION

No shield or fencing may be removed from or be moved at any machinery or installation without written permission.

SCAFFOLDING, LADDERS, TOOLS, ET CETERA

The Mandatory without the written permission of the Municipality may use no equipment or tools that belong to the Municipality.

Except where agreed beforehand the Mandatory shall provide enough tools and equipment to enable him to complete the Works and the Mandatory shall provide all storerooms, offices and eating halls that he may need. The Mandatory will be responsible for all his material on site.

In special case where the Municipality may lend equipment, tools, or materials to the Mandatory, the Mandatory will use such equipment, tools and/or materials at his own risk and the Mandatory herewith indemnifies the Municipality against any liability of whichever nature or from any cause whatsoever, whether direct or indirect, that may arise from such usage.

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SERVICES AND WORKING METHODS

The written permission of the Chief Executive/Town Clerk of the Municipality shall be obtained where any work which must be undertaken by the Mandatory is connected with a working process or machinery or any other service in connection therewith, or may possibly affect it, before he commences with such work.

Approval shall be obtained from the City Electrical Engineer of the Municipality before any equipment is connected to the electrical supply of the Municipality. All equipment shall be isolated before any equipment is connected to the electrical supply of the Municipality. It shall be isolated and be provided with earth leakage protection. Electrical machinery, portable electrical tools, and portable lights must comply with the requirements of the applicable regulations.

Work permits must be issued in terms of the Occupational Health and Safety Act and Regulations when the nature of the work requires it. Permits must be issued by the relevant departmental head where necessary.

EXCAVATIONS

Written permission for excavations shall be obtained from the City Engineer of the Municipality and the Mandatory shall make sure of the existence and position of electrical cables, discharge pipes, gas lines, water conduits, et cetera before he commences with any excavation work.

All excavations and obstructions and/or any openings in platforms or floors shall be enclosed in a safe way and warning notices shall be erected to ensure absolute safety. An adequate number of red or orange caution lights shall be provided when it is dark or should bad light prevail.

The area surrounding excavations shall be kept in a safe, orderly, and tidy condition. No loose material of whatever nature may be left in walkways or workplaces or be allowed to block walkways or workplaces.

Nobody may enter into any restricted area in which hazardous fumes or a shortage of oxygen exists without a permit giving permission to do so, issued by the head of the relevant department of the Municipality and until it has been certified safe for entrance by the Occupational Health and Safety Officer and the Health Inspector of the Municipality.

RESTRICTION TO WORKPLACE

Employees of the Mandatory shall be restricted to their workplaces except when they have to leave their area for work purposes or when they visit toilets.

SUBCONTRACTORS

The Mandatory shall ensure that all subcontractors receive a copy of this safety agreement and must ensure they comply with it.

OCCUPATIONAL HEALTH AND SAFETY OFFICER AND THE REPORTING OF ALL ACCIDENTS

The Occupational Health and Safety Officer of the Municipality is available for consultation and he will make periodical visits to the workplace of the Mandatory. Any hazardous occurrence or incident to the employees of the Mandatory that results in absence from work for a period longer than three days shall be reported in writing to the Occupational Health and Safety Officer of the Municipality within forty-eight hours as well as to the Department of Labour as specified by the Act. Every user, employer, occupier, builder, or excavator must, under this Act, keep record of all accidents that occur.

In the case of an accident that results in loss of life, nobody may disturb the scene of the accident or any articles involved in the accident prior to the arrival of the Occupational Health and Safety Officer and the Inspector, unless it is to prevent another accident from happening or the prevention of loss of life or to remove corpses.

The Occupational Health and Safety Officer will issue contravention notices to the Mandatory or a sub-contractor when there is a non-compliance and will specify the time in which it must be rectified.

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The Occupational Health and Safety Officer will issue work stop notices to the Mandatory or sub-contractor whenever he is of the opinion that the health and safety of any person at work is threatened or that the contravention notices are not adhered to.

FIRST AID

Where five or more persons are employed at a workplace, the Mandatory shall provide and maintain an adequately equipped first-aid box that meets the following requirements.

Every first-aid box shall contain the minimum contents as prescribed by the Occupational Health and Safety Act.

Nothing except articles and equipment required for first-aid purposes may be kept in the first-aid box.

Each first-aid box shall be kept in a place readily accessible in case of an accident.

All first-aid boxes shall be placed under control of a responsible person except where five or less persons are at work. The responsible person must be in the possession of a valid first-aid certificate issued by one of the following organizations:

- A South-African Red Cross Society
- B St. John's Ambulance Foundation
- C South-African First-Aid League

A notice indicating where the first-aid box is kept as well as the name of the person in charge, shall be affixed in a conspicuous place. The first-aid facilities of the Municipality may be used during emergencies.

FIRE PREVENTION MEASURES AND STORAGE OF FLAMMABLE MATERIAL

The Fire department of the Municipality shall be notified before any welding, oxyacetylene welding, cutting, burning of paint or tar from floors or roofs is undertaken so that the necessary fire prevention measures can be arranged.

All "NO SMOKING AND OPEN SURFACE FIRES/LIGHTS PROHIBITED" notices shall be adhered to. The Mandatory and his senior employee shall acquaint themselves and their fellow workers with the fire prevention measures of the Municipality, which will also include fire alarm notices and exits in case of fire, and they shall ensure that these rules are strictly complied with.

COMPLETION OF WORK

Before the mandatory or his sub-contractors leaves the site they shall inform the Head of the relevant Department of the Municipality and obtain his/her written approval that the work has been completed satisfactory and that the site of the work is left in a good condition.

SALVAGED MATERIAL AND EQUIPMENT

Any building demolished or equipment or materials that are salvaged whilst carrying out the work shall remain the property of the Municipality, unless the contract specifically provides otherwise.

BREAKING OF THESE RULES AND POOR CONDUCT

The Mandatory is warned that no behavior that causes danger to their own employees, to the employees of the Municipality or general public will be tolerated. The Occupational Health and Safety Officer of the Municipality reserves the right of the withdrawal of any employees of the Mandatory or Municipality from the premises in the case of any default or breach of the agreement and to order that the completion of the work be stayed, pending compliance with this agreement; alternatively to cancel the agreement referred to in par.2 in which event the Municipality will be entitled to appoint an alternative contractor to complete the work and recover the costs thereof from the mandatory, without prejudice to any alternative or additional right or action or remedy to the Municipality, to recover from the mandatory damages for the default or breach and the cancellation.

The senior employees of the Mandatory shall sign a note of acknowledgement of this safety agreement to certify that they have received the regulations as included herein and that they understand the regulations

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INTOXICATION

Nobody that is in a state of intoxication or that is in any other condition that causes or may cause his/her incapability to control him/herself or persons under his control may and shall not be permitted on the premises of the Municipality. The Occupational Health and Safety Officer of the Municipality reserve the right to the withdrawal of any employees of the Mandatory or Municipality from the premises in the case of any transgression of this nature.

CONFIDENTIALLY

The Mandatory shall at all times treat data and information that have been made known to him or that he requires in connection with his work from the Municipality as confidential and he may not make unauthorized use thereof. He must also ensure that such data and information are not communicated to anybody else that is not an employee of the Mandatory without obtaining prior written approval from the Municipality and he must further ensure that such persons do in fact know that the said information is confidential and that they are obliged to treat it as such.

The Mandatory shall provide for adequate physical protection for any confidential documents, sketches, et cetera that he receives from the Municipality in connection with the work as well as for any copies thereof that he makes. He shall hand back all document's sketches and copies thereof to the Municipality upon completion of the work, or earlier, if so requested by the Municipality. The Mandatory shall inform the Municipality immediately should any such documents or sketches become lost.

INDEMNIFICATION BY THE MANDATORY

The following conditions will be applicable to the Mandatory:

The Mandatory is liable and herewith indemnifies the Municipality irrevocably and in full against any claim for loss or damage to property or arising from death or injury of any person and any associated loss or damage suffered, and against all lawsuits, claims, demands, costs, expenses, and charges that may arise when the said occurrences are caused on purpose or through the negligence, violation of legal obligations or failure by the Mandatory or its employees.

Whenever any of the employees of the Municipality is busy with work to, or with the supply of material that will be used during the execution of the work by the Mandatory, or otherwise busy with work under the instruction and supervision of the Mandatory, in as far as they may be negligent or fail to do their duty, they will be regarded as employees of the mandatory

All installations, equipment, hoisting-apparatus and other implements, scaffolding, ladders, material, et cetera that are borrowed from the Municipality by the Mandatory for usage during the execution of the work, will be used entirely at the risk of the Mandatory or employees of the Mandatory and the Mandatory herewith indemnifies the Municipality irrevocably and in full against any liability that may arise from such usage.

AMENDMENTS MUST BE IN WRITING

The parties agree herewith that this safety agreement is the only safety agreement between them and that no amendment thereof will be valid unless it is in writing and signed by both parties.

JURISDICTION AND LEGAL COSTS

In the event of any legal action being instituted pertaining to this agreement the party in default or breach will be liable for the other party's legal costs on the scale as between attorney and own client and the parties consent to the jurisdiction of the magistrate's court for purpose of any legal action being instituted.

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PARTICULARS OF THE MANDATORY

Name (Mandatory) _____

C.E.O. (Section 16(1)) _____

ID NO _____

Designation _____

Name of Business _____

Address of Business _____

Tel number (h) _____ (w) _____ e-mail _____

Number of employees employed _____

Registration number as allocated to the Mandatory by the Workman's Compensation Commissioner

Date allocated _____

Thus done and signed on this _____ day of _____ 20 _____

As witnesses:

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

THE MANDATORY

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Thus done and signed on this day of 20

As witnesses

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)
THE MUNICIPALITY

Acknowledgement of receipt of the agreement:

THE MANDATORY

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C2: PRICING DATA

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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 Standardised 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 Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kℓ	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
ℓ	=	litre
m	=	metre
mm	=	millimetre
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No	=	number
pr	=	pair
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day
- 3 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- 4 The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- 5 It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)
- 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 such items

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- 7 An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills 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 these Bills 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 these Bills 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 Bills of Quantities are abbreviated and comply generally with those in the SABS 1200 Standardised Specifications.
- 12 The Tenderer shall enter a rate or lump sum for each item in the Schedule of Quantities in BLACK INK.
- 13 The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the Contract.
- 14 All prices and rates entered in the Bill of Quantities must be excluding VAT. VAT will be added last on the summary page of the Bill of Quantities.
- 15 Note:

CORRECTION OF ENTRIES MADE BY TENDERER

Any entry made by the Tenderer in the Bill of Quantities, forms, etc., which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.

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C2.2 BILL OF QUANTITIES

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ITEM	PAYMENT	DESCRIPTION	UNIT	Quantity	RATE	AMOUNT
	SANS 1200A	SECTION A: PRELIMINARY AND GENERAL				
A1	PSAA 8.2.1	Fixed - Charge Items				
A1.1	8.3.1	Contractual requirements	Sum			
	8.3.2	Establish Facilities on Site				
A2	8.3.2 (a)	Facilities for the Engineer (SANS 1200 AB):				
A2.1		Nameboard as detailed on Drawing N° 102025-ISP-400-004	Sum			
A2.2		Survey equipment	Sum			
A2.3		Furnished Site Office	Sum			
A3	8.3.2(b)	Facilities for the Contractor:				
A3.1		Offices, storage sheds, workshops, living accommodation, ablution and latrine facilities, tools and equipment, water supplies, electric power, communications, access and plant as per the Contractor's requirements	Sum			
A4	PSA 5.5	Dealing with water:				
A4.1		Generally on site	Sum			
A5	8.3.3	Other fixed charge obligations	Sum			
A6	8.3.4	Remove Contractor's site establishment on completion	Sum			
A7	PE	Preparation of risk assessments, safe work procedures, the project H&S file, the H&S plan, the provision of PPE and protective clothing, and other H&S matters that the contractor deems necessary	Sum			
A8	PE	Completing and checking the project H&S file and handing over to the Client on completion of the works	Sum			
A9	PSZ	Complying with the Environmental Specification	Sum			
	PSAA 8.2.2	Time Related Items				
A10	8.4.1	Contractual requirements	Sum			
CARRIED FORWARD						

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ITEM	PAYMENT	DESCRIPTION	UNIT	Quantity	RATE	AMOUNT
BROUGHT FORWARD						
A11	8.4.2	Operate and maintain facilities on the site for the duration of construction:				
A11.1	8.4.2.1	Facilities for the Engineer:				
A11.1.1		Nameboard as detailed on Drawing N° 102025-ISP-400-004	Sum			
A11.1.2		Survey Equipment	Sum			
A11.1.3	PSAB 3.2	Engineer's site office				
A12	8.4.2(b)	Facilities for the Contractor:				
A12.1		Contractor's establishment as per Item A.3	Sum			
A13	PSA 5.5	Dealing with water:	Sum			
A13.1		Generally on site	Sum			
A14	8.4.3	Supervision for duration of construction	Sum			
A15	PE	Updating and amending the risk assessments, safe work procedures, the project H&S file, the H&S plan, the provision of PPE and protective clothing and any other H&S matters that the contractors deems necessary	Sum			
A16	PE	Full compliance with all H&S matters during the construction of the works under the contract	Sum			
A17	PES	Complying with the Environmental Specification	Sum			
A18	8.4.3	Other time related obligations (Contractor to state)	Sum			
	8.5	Provisional Sums				
A19		Relocation of existing services and fences where ordered	Sum			R150 000
A20		Locating existing services, only where ordered by the Engineer	Sum			R15 000
A21		Independent inspector for the inspection of pipework and foundations, where ordered by the Employer's Agent	Sum			R15 000
A22		Employment of a Community Liason Officer	Sum			R150 000
CARRIED FORWARD						

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ITEM	PAYMENT	DESCRIPTION	UNIT	Quantity	RATE	AMOUNT
B	SECTION B: KOMATIPOORT WWTW REFURBISHMENT					
B1	SABS 1200C	EARTHWORKS				
		Site Clearance				
B1.1	8.2.1	Clear and grub vegetation	m ²	24000		
B1.2	8.2.2	Remove and grub large trees and tree stumps of girth up to 2m	N°	10		
	SABS 1200D	Excavation				
B1.3	8.3.1.2	Remove topsoil to a nominal depth of 150mm, dispose of or stockpile & maintain for further use	m ²	6500		
B1.4	8.3.2	Bulk excavation for structures in all materials & use as backfill or embankment or dispose of on site as ordered for:				
B1.4.1		Inlet works	m ³	100		
B1.4.2		Desludging pond	m ³	7500		
B1.4.2		Minor chambers and structures	m ³	50		
B1.5	8.3.3	Extra-over Items B3 for (PROVISIONAL):				
B1.5.1		Intermediate excavation	m ³	25		
B1.5.2		Hard rock excavation	m ³	25		
B1.5.3		Boulder excavation Class A	m ³	5		Rate Only
B1.5.4		Boulder excavation Class B	m ³	5		Rate Only
		Embankments				
B1.6		Import suitable fill material and form embankments including adding water and compacting to 96% MOD AASHTO (PROV)	m ³	150		
B1.7		Allow the PC Sum of R25,000.00 for the Engineer's soil tests	Sum			R25 000
B1.8		% to cover all Contractor's expenses and attendance on item B1.7	%	R25 000		
CARRIED FORWARD						

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ITEM	PAYMENT	DESCRIPTION	UNIT	Quantity	RATE	AMOUNT
BROUGHT FORWARD						
		Topsoiling and Grassing				
B1.9	8.3.10	Topsoiling from stockpiles to a nom. depth of 100mm on embankments, terraces and designated areas	m ²	50		
B1.10	8.3.11	Grassing to embankments, terraces and designated areas	m ²	50		
	SANS 1200DB	Trenching				
B1.11	8.3.2	Excavate in all materials for trenches, backfill, compact or dispose of surplus / unsuitable material, for:				
		Pipes up to 400mm dia for depths:				
		Over and Up to:				
B1.11.1		0,0 m 1,0m	m ³	380		
B1.11.2		1,0m 1,5m	m ³	70		
B1.11.3		1,5m 2,0m	m ³	15		
B1.12	8.3.2(b)	Extra-over Items B13 incl. for (PROV):				
B1.12.1		Intermediate excavation	m ³	5		
B1.12.2		Hard rock excavation	m ³	5		
B1.13	SABS 1200 DB	Imported Backfill Material				
B1.13.1	8.3.3.1	Imported trench backfill material from commercial sources	m ³	5		
TOTAL FOR SECTION B1 CARRIED TO SUMMARY :						

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ITEM	PAYMENT	DESCRIPTION	UNIT	Quantity	RATE	AMOUNT
B2	SABS 1200G 1982	CONCRETE WORK				
	8.1.3	Concrete				
B2.1	8.4.3	Strength concrete Grade 10 Mpa/40mm:				
B2.1.1		Mass filling where ordered(PROV.)	m ³	10		
B2.2	8.4.3	Strength concrete Grade 15 Mpa/20mm:				
B2.2.1		Blinding layer, 50mm minimum thickness	m ²	110		
B2.2.2		Encasing to pipes under structures and mass concrete stairs.	m ³	2		
B2.2.3		Benching	m ³	5		
B2.2.4		Manhole bases, headwalls, valve and meter chamber bases	m ³	5		
B2.3		Strength concrete Grade 20 mPa/19mm:				
B2.3.1		Strength concrete Grade 20 Mpa/19mm complete with formwork, etc. to anchor block and isolated minor structures, where ordered (PROV)	m ³	2		
B2.4	8.4.3	Strength concrete Grade 25 Mpa/19mm:				
B2.4.1		Columns, roof beams and slab to inlet works screening area	m ³	10		
B2.4.2		Concrete blocks around ponds edge	m ³	70		
B2.5	8.4.3	Strength concrete Grade 35 Mpa/19mm:				
B2.5.1		Inlet works screening area and grit channels	m ³	40		
B2.5.2		Splitter boxes and other minor structures	m ³	5		
	8.1.2	Reinforcement				
B2.6	8.3.1	Mild steel bars up to and including 12mm	t	3		
B2.7	8.3.1	High tensile steel bars up to and including 25mm dia	t	3		
CARRIED FORWARD						

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ITEM	PAYMENT	DESCRIPTION	UNIT	Quantity	RATE	AMOUNT
BROUGHT FORWARD						
B2.8	8.1.2.3c	High tensile welded mesh (PROV):				
B2.8.1		Type reference 193	m ²	1000		
	8.1.1	Formwork:				
B2.9	8.2.1	Rough vertical plane to concealed surfaces:				
B2.9.1		External straight faces of structures	m ²	20		
B2.10	8.2.1	Rough horizontal to concealed surfaces:				
B2.10.1		Soffit of inlet works	m ²	10		
B2.11	8.2.2	Smooth vertical plane to:				
B2.11.1		External exposed faces and internal faces of inlet works	m ²	80		
B2.12	8.2.2	Smooth horizontal to:				
B2.12.1		Soffit of shade over screens roof slabs	m ²	5		
B2.13	8.2.5	Narrow widths:				
B2.13.1		Vertical 0 - 150 wide	m	10		
B2.14		Setting the following pipes or fittings into or through concrete work, including for forming formwork around the pipes and fixing the pipes to the designated lines and levels (pipes measured elsewhere)				
B2.14.1		Pipes greater than 150 and up to 250mm NB	N°	1		
B2.14.2		Pipes greater than 250 and up to 400mm NB	N°	4		
B2.15	8.5	Joints				
B2.15.1		Joints at inlet works	m	5		
CARRIED FORWARD						

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ITEM	PAYMENT	DESCRIPTION	UNIT	Quantity	RATE	AMOUNT
B3		BUILDING WORKS				
		All brickwork to include "Brickforce" in every third course				
B3.1		Brickwork one brick thick in common bricks	m ²	12		
B3.2		Brickwork one brick thick as in Item B3.1 but with one skin in face bricks	m ²	15		
B3.3		Dampproof course to joints between brickwork and between brickwork and concrete and to window sills in approved bituminous sheeting, cut to the full width of walls, including for laps and sealing at joints and angles	m ²	3		
B3.4		230 x 150mm louvred air bricks internally and externally including for forming flues and setting in cement mortar, complete with plastic insect screen, and for finishing flush with plasterwork	Sets	3		
B3.5		Supply and lay best quality quarry tiles, including for setting, bedding, pointing, ruling, cleaning and polishing on completion, and all cutting and waste:				
B3.5.1		Internal window sills	m	2		
B3.5.2		External window sills	m	2		
B3.6		Supply and lay floor tiles, including for adhesive, grouting, cutting and wasting of tiles				
B3.6.1		Insimbi Platinum white floor tiles	m ²	2		
B3.6.2		White ceramic wall tiles	m ²	5		
B3.7		Cement plaster in single coat minimum 10mm thick to internal faces of brickwork and concrete surfaces and finishing with steel trowel	m ²	5		
CARRIED FORWARD						

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ITEM	PAYMENT	DESCRIPTION	UNIT	Quantity	RATE	AMOUNT
BROUGHT FORWARD						
B3.8		Granolithic screed:				
B3.8.1		Tinted 20mm thick to floors including polishing	m ²	4		
B3.9		Setting pipes up to 400mm nom dia through brickwork and plaster including building brickwork around, for grouting solid with mortar and finishing plasterwork and for face brickwork neatly, pipes and ducts less than 50 mm dia not measured	N°	2		
B3.10		Cutting and forming chases in brickwork for electrical conduits, switches and socket outlets, including for filling around conduits and boxes with mortar after these have been set in position (PROV)	m	10		
		Painting				
B3.11		Priming with alkali resistant primer and painting ceiling and interior plaster or concrete surface in buildings with two coats velveglo polyurethane velvet non drip or similar approved.	m ²	80		
		ROOFING, WOODWORK AND GLAZING				
B3.12		Supply, handle and erect suitable timber gang nail trusses, purlins and bracing complete, designed in accordance with SANS 0160	m ²	4		
B3.13		Supply and Install 'Marley double Roman' standard colour red roof tiles. Rate to include for cutting and wasting of tiles.	m ²	4		
B3.14		Roof ancillaries				
B3.14.1		Facia boards, including painting	m	4		
B3.14.2		Barge board, including painting	m	4		
CARRIED FORWARD						

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ITEM	PAYMENT	DESCRIPTION	UNIT	Quantity	RATE	AMOUNT
BROUGHT FORWARD						
B3.14.3		125mm dia half round PVC gutters, including brackets	m	4		
B3.14.4		100mm dia PVC down pipes, including bends, shoe and brackets	m	3		
B3.14.5		6mm thick Rhino board ceiling on 38 x 38, including battens	m ²	4		
B3.14.6		Supply and install cornices	m	4		
B3.15		Doors and door frames				
		Supply and install complete doors and frames. Rate to include for hinges				
B3.15.1		External door, hardwood framed and ledged, size 2,032 x 762 x 44mm, including hardwood door frame 114 x 50mm to suit door	N°	2		
B3.15.2		Internal door, 3/4 hardboard flush panel door and frame to suit door.	N°	1		
B3.16		Supply and install locks to doors				
B3.16.1		3 lever mortice locks	N°	3		
B3.17		Prepare and paint external doors with primer, one undercoat and three finishing coats of 'NOVA 15' or similar approved to door and frames	m ²	6		
B3.18		Prepare and paint internal doors with primer, one undercoat and two finishing coats of white gloss enamel paint	m ²	2		
B3.19		Glazing to windows in sheet glass, properly puttied and black puttied				
B3.19.1		Obscured glass	m ²	2		
		METALWORK				
B3.20		Supply and install Aluminium window frames				
B3.20.1		NE1	N°	2		
TOTAL FOR SECTION B3 CARRIED TO SUMMARY :						

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ITEM	PAYMENT	DESCRIPTION	UNIT	Quantity	RATE	AMOUNT
B4		PIPEWORK				
	SABS 1200LB	Pipe Bedding				
B4.1	8.2.2	Provision of bedding from trench excavation and/or other excavations including for screening and/ or other treatment				
B4.1.1		Selected granular material	m³	10		
B4.1.2		Selected fill material	m³	10		
B4.2		Supply of bedding from commercial sources, where ordered incl. all costs for additional handling and transport:				
B4.2.1		Selected granular material	m³	5		
B4.2.2		Selected fill material	m³	5		
		Pipe Laying				
B4.3	SABS 1200L	uPVC pipes in 6 m lengths (SANS 791)				
		Supply, handle lay joint and test solid wall uPVC sewer pipes in bedding for flexible pipes				
B4.3.1		160mm dia, 300kPa (Class 34)	m	10		
B4.3.2		250mm dia, 300kPa (Class 34)	m	100		
B4.3.3		400mm dia, 300kPa (Class 34)	m	100		
B4.3.4		E O Item G2.1.1 and G2.1.2 cutting pipes to length to suit on site and for bevelling of ends	N°	10		
		Steel Pipes and Specials. (Flanges Table 1200/3 SANS 1123)				
B4.4		Supply, handle, lay, joint and test stainless steel pipes and fittings. Rate to include for all bolts, nuts, gaskets, jointing material, etc.				
		Pipes				
B4.4.1		400mm dia x 0.7m long FL/PE puddle pipe with puddle collar 0.115m from PE	N°	2		
CARRIED FORWARD						

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ITEM	PAYMENT	DESCRIPTION	UNIT	Quantity	RATE	AMOUNT
B5		SUNDRIES				
B5.1		Supply and place the following drainage media in the septic tank soakaway:				
B5.1.1		50mm stone fill to drainage channel	m ³	5		
B5.2		Supply and construct 1050 mm dia precast concrete manholes complete including cast in situ concrete base and channelling for depths:				
		Over and up to:				
B5.2.1		0,0 m 1,5 m	N°	2		
B5.2.2		1,5 m 2,5 m	N°	1		
B5.3		Allow a Provisional Sum of R50,000 for revamping existing office block and chlorine dosing house; plumbing and sanitary ware for new buildings and all domestic electricals	Prov Sum			R50 000
B5.4	PDS	Temporary Decommissioning, Draining, Desludging, Cleaning, Lining and Recommissioning of Stabilisation Ponds				
B5.4.1		Setting up of temporary pumping facilities and dewatering of each pond (Inclusive of installation of temporary discharge pipelines and temporary electrical supply and controls)	m ³	29000		
B5.4.2		Excavation, loading, transport and placement of accumulated sludge into the new sludge dewatering lagoon, including all handling, spreading and management of sludge within the lagoon	m ³	10000		
B5.4.3		Removal of vegetation from pond floor, embankments and final trimming and shaping of pond floor	m ²	35000		
CARRIED FORWARD						

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ITEM	PAYMENT	DESCRIPTION	UNIT	Quantity	RATE	AMOUNT
BROUGHT FORWARD						
B5.4.4		Supply and installation of 1.5 mm HDPE geomembrane lining to stabilisation ponds (including welding, testing and all accessories)	m ²	35000		
		STEEL AND OTHER METALWORK				
B5.5		Grade 304L Stainless steel gates and frames as detailed on Drg. N° 102025-ISP-100-006				
B5.5.1		900 wide x 1200mm deep at inlet works	N°	2		
B5.5.2		450 wide x 1200mm deep at grit channels	N°	4		
B5.6		Stainless steel open grid flooring and frame:				
B5.6.1		40 x 40mm angle frames, including fishtail lugs cast into concrete	m	10		
B5.6.2		Flooring	m ²	5		
B5.7		Grade 304L Stainless steel manually raked screen as detailed on Drg. N° 102025-ISP-100-006	N°	1		
		MECHANICAL AND ELECTRICAL WORKS				
B5.8		Provisional Sum for the supply, delivery, installation, testing and commissioning of a complete mechanical aeration system for Pond 1, including floating surface aerators, mooring systems, power and control cables, local isolators, Motor Control Centre (MCC), electrical reticulation, testing, commissioning, operator training and all ancillary civil, mechanical and electrical works necessary to provide a fully operational installation.	Prov. Sum	1		R2 800 000
B5.9		Main Contractor's attendance and supervision	%	R2 800 000		
TOTAL FOR SECTION B5 CARRIED TO SUMMARY :						

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ITEM	PAYMENT	DESCRIPTION	UNIT	Quantity	RATE	AMOUNT
C	SECTION C: CROCODILE SEWER PUMPSTATION					
C1		STEEL AND OTHER METALWORK				
C1.1		Grade 304L Stainless steel gates and frames as detailed on Drg. N° 1025-MIJV-300-010				
C1.1.1		450 wide x 1200mm deep at grit channels	N°	2		
C1.2		Stainless steel open grid flooring and frame:				
C1.2.1		40 x 40mm angle frames, including fishtail lugs cast into concrete	m	10		
C1.2.2		Flooring	m²	5		
C1.3		Grade 304L Stainless steel manually raked screen as detailed on Drg. N° 1025-MIJV-300-010	N°	1		
C1.4		Design, Supply, fabricate, galvanise, deliver, install, test and certify complete 2-tonne structural steel monorail lifting beam complete with supports, anchor bolts, trolley, end stops, lifting attachments and all ancillary works.	Sum	1		
C2		FENCING				
C2.1		Supply, deliver and erect 2.4 m high reinforced precast concrete palisade fence complete with posts, foundations, panels, fittings and all necessary excavation and backfilling	m	320		
CARRIED FORWARD						

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ITEM	PAYMENT	DESCRIPTION	UNIT	Quantity	RATE	AMOUNT
BROUGHT FORWARD						
		MECHANICAL AND ELECTRICAL WORKS				
C2.2		Provisional Sum for the Supply, installation, testing and commissioning of complete submersible sewage pumps with guide rail systems, including control cables, local isolators, Motor Control Centre (MCC) and all ancillary civil, mechanical and electrical works necessary to provide a fully operational installation.	Prov. Sum	1		R850 000
C2.3		Main Contractor's attendance and supervision	%	R850 000		
		OPERATOR HOUSE				
C2.4		Allow a Provisional Sum of R50,000 for revamping existing office block and chlorine dosing house; plumbing and sanitary ware for new buildings and all domestic electricals	Prov Sum			R50 000
TOTAL FOR SECTION C CARRIED TO SUMMARY :						

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ITEM	PAYMENT	DESCRIPTION	UNIT	Quantity	RATE	AMOUNT
D	SECTION D: HAARTEBEEES SEWER PUMPSTATION					
D1		STEEL AND OTHER METALWORK				
D1.1		Design, Supply, fabricate, galvanise, deliver, install, test and certify complete 1-tonne structural steel monorail lifting beam complete with supports, anchor bolts, trolley, end stops, lifting attachments and all ancillary works.	Sum	1		
D2		FENCING				
D2.1		Supply, deliver and erect complete high-security razor wire perimeter fence comprising galvanised steel posts, straining posts, stays, high-tensile line wires, concertina razor wire coils, tensioning devices, fittings, gates, foundations, excavation, backfilling and all necessary accessories for a complete installation	m	75		
		MECHANICAL AND ELECTRICAL WORKS				
D2.2		Provisional Sum for the Supply, installation, testing and commissioning of complete submersible sewage pumps with guide rail systems, including control cables, local isolators, Motor Control Centre (MCC) and all ancillary civil, mechanical and electrical works necessary to provide a fully operational installation.	Prov. Sum	1		R550 000
D2.3		Main Contractor's attendance and supervision	%	R550 000		
CARRIED FORWARD						

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ITEM	PAYMENT	DESCRIPTION	UNIT	Quantity	RATE	AMOUNT
BROUGHT FORWARD						
D2.4		OVERFLOW CONTAINMENT				
D2.4.1		Bulk excavation for structures in all materials & use as backfill or embankment or dispose of on site as ordered for:	m ³	30		
D2.4.2		Strength concrete Grade 25 Mpa/19mm in shaft bases	m ³	5		
D2.4.3		Precast Shaft Elements				
D2.4.4		Precast manhole rings : 2.5m Dia × 0.9 m high	No.	6		
D2.4.5		Precast concrete cover slabs with 600mm diameter cast iron access covers	No.	2		
D2.4.6		Shaft joints sealing using mastic / hydrophilic strip internally and externally	m	30		
D2.4.7		Core drilling and sealing of inlet and outlet pipe penetrations	No.	4		
TOTAL FOR SECTION D CARRIED TO SUMMARY :						

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<u>SUMMARY</u>			
PORTION	DESCRIPTION	From Page	TOTAL AMOUNT
SECTION - A	PRELIMINARY AND GENERAL	119	R
SECTION - B	KOMATIPOORT WWTW		
SECTION - B1	EARTHWORKS	121	R
SECTION - B2	CONCRETE WORK	124	R
SECTION - B3	BUILDING WORK	127	R
SECTION - B4	PIPEWORK	129	R
SECTION - B5	SUNDRIES	131	R
SECTION - C	CROCODILE SEWER PUMPSTATION	133	R
SECTION - D	HAARTEBEEES SEWER PUMPSTATION	135	R
Sub-Total (1)			R
Add 10% of Sub-Total (1) Contingencies to Sub-Total (1) (Provisional Sum)			R
Sub-Total (2) (Excluding Contract Price Adjustment)			R
Add 6.0% of <u>Sub-Total (1)</u> Contract Price Adjustment (Provisional Allowance)			R
Sub-Total (3)			R
Add 15% of <u>Sub-Total (3)</u> Value Added Tax (VAT)			R
TOTAL CARRIED TO FORM OF OFFER			R

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C3 SCOPE OF WORK

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C O N T E N T S

PARAGRAPH	PARAGRAPH TITLE	PAGE N°
C3.1	DESCRIPTION OF WORK	139
C3.2	ENGINEERING	140 to 141
C3.3	PROCUREMENT	142
C3.4	CONSTRUCTION	143 to 147
C3.5	MANAGEMENT	148 to 158
C3.6	STANDARD SPECIFICATIONS	159 to 163
C3.7	PROJECT SPECIFICATIONS	164 to 222
C3.7	PARTICULAR SPECIFICATIONS	223 to 273

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C3 SCOPE OF WORK

C3.1 Description of the Works

C3.1.1 Employer's Objectives

The primary objective of the project is to rehabilitate and upgrade the Komatipoort Wastewater Treatment Works (WWTW) and associated sewer infrastructure to provide a safe, reliable and sustainable wastewater treatment system capable of meeting the current and future service delivery requirements of the Nkomazi Local Municipality..

C3.1.2 Overview of the Works

The Works comprise the refurbishment and upgrading of the Komatipoort Wastewater Treatment Works (WWTW) and associated sewer pumpstations within the Nkomazi Local Municipality. The objective of the project is to restore the treatment capacity and operational reliability of the existing wastewater treatment system, improve compliance with the applicable effluent discharge standards, and provide infrastructure capable of meeting the Municipality's current and future wastewater management requirements.

C3.1.3 Extent of the Works

Under this Contract N° **NKO 43/2026**, Nkomazi Local Municipality is inviting tenders for the construction components of an urban sanitation scheme. The scope of works comprises the following:

- Construction of new inlet works incorporating manually raked screens, hydraulic grit channels and flow measurement facilities.
- Rehabilitation of the existing stabilisation ponds, including vegetation clearing, draining, desludging, embankment repairs and installation of HDPE geomembrane liners.
- Refurbishment of the chlorine dosing facility, including replacement or upgrading of dosing equipment and installation of an effluent flow meter.
- Refurbishment and extension of the operator's building and associated site facilities.
- Refurbishment of the Crocodile Sewer Pump Station, including inlet works, replacement of submersible pumps, associated pipework, guide rail systems and a new MCC.
- Refurbishment of the Haartebees Sewer Pump Station, including installation of an additional standby pump, new MCC

C3.1.4 Location of the Works

The project is located in Komatipoort Town within the Nkomazi Local Municipality at the following general locations:

- | | | | |
|--------------------------------|---|---------------|---------------|
| • Komatipoort WWTW | : | 25°25'34.53"S | 31°57'8.34"E |
| • Crocodile Sewer Pumpstation | : | 25°25'32.90"S | 31°57'42.10"E |
| • Haartebees Sewer Pumpstation | : | 25°25'56.00"S | 31°57'56.90"E |

C3.1.5 Temporary Works

The Contractor is to allow for all temporary works required for this Contract.

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C3.2 Engineering**C3.2.1 Design services and activity matrix**

The responsibilities for design and documentation are identified below:

Description	Responsible Party	
Concept, feasibility and overall process	Employer	The employer is responsible for the design of permanent works.
Temporary works	Contractor	
Preparation of as-built drawings of Civil Works	Employer	

C3.2.2 Employer's design**C3.2.3 Drawings****Drawings from the Employer**

The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the Tenderer's benefit to generally assess the scope of work. The drawings are issued separately to this document.

The work shall be carried out in accordance with the latest available revision of the drawings approved for construction.

At commencement of the contract, the Employer/Employer's Agent shall deliver to the Contractor copies of the construction drawings and any instructions required for the commencement of the works. From time to time thereafter during the progress of the works, the Employer/Employer's Agent may issue further drawings or revisions for construction purposes as may be necessary for adequate construction, completion and defects correction of the works.

The following project drawings have been bound separately as Volume 2 of the Contract Document

Project Drawings	
Drawing N°	Description
102025-ISP-300-001	Project Locality Plan
102025-ISP-300-002	Komatipoort WWTW Site Layout Plan
102025-ISP-100-001	Komatipoort WWTW – Inlet Works Concrete Details
102025-ISP-300-004	Komatipoort WWTW – Desludging Lagoon Layout and Details
102025-ISP-300-003	Komatipoort WWTW – Pond Liner Details
102025-ISP-100-002	Crocodile Sewer Pumpstation – Palisade Fencing Details
102025-ISP-100-003	Crocodile Sewer Pumpstation – Access Gate Details
102025-ISP-100-005	Haartebees Sewer Pumpstation – Overflow Containment Structure Details
102025-ISP-100-006	Steelwork Details
102025-ISP-100-004	Contract Name Board

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C3.2.4 *Design Procedures*

Designs undertaken by the Contractor must be in accordance with best practice, and comply with all relevant legislation and must be approved in writing by the Employer's Agent.

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C3.3 Procurement

C3.3.1 Labour

Refer to PARTICULAR SPECIFICATION: PEPWP - EXPANDED PUBLIC WORKS PROGRAM

C3.3.2 Subcontracting

Should the Tenderer wish to employ Sub-Contractors for part of the works, this is to be clearly indicated, and the schedule in this document is to be completed to indicate the full names and addresses of all proposed Sub-Contractors for which approval of the Employer's Agent is sought, stating the section of the works that each will be handling.

Selected Sub-Contractors shall be chosen and appointed as follows:

The Employer will prepare a detailed scope of work and / or specification for work to be done or goods to be supplied by a Selected Sub-Contractor.

The Employer and the Contractor will compile a list of firms or persons acceptable to both and who will be invited by the Contractor to submit tenders for the requisite work to be carried out or goods to be supplied by Selected Sub-Contractors. When the tenders are received they will be evaluated and the Employer will then indicate which tender he requires the Contractor to accept and he will advise the Contractor accordingly. The Contractor shall then accept that Tenderer and appoint him/her as a Selected Sub-Contractor.

In respect of the work carried out or the goods that are the subject of the sub-contract, the selected Sub-Contractor undertakes to the Contractor mutatis and mutandis the obligations and liabilities as are imposed upon the Contractor to the Employer in terms of the Contract, and holds the Contractor harmless from and indemnifies him against the same and in respect of all claims, demands, lawsuits, damages, costs, charges and expenses whatsoever arising out of or in connection therewith, or arising out of or in connection with any failure to perform such obligations or to fulfil such liabilities, and

The Selected Sub-Contractor shall also hold the Contractor harmless from and indemnify him against.

- Shortcomings in the sub-contract work if and where the work was designed by the Selected Sub-Contractor;
- Defects in the goods if and where the goods were manufactured and / or supplied by the Selected Sub-Contractor;
- Any negligence by the Selected Sub-Contractor, his/her Agents, workmen and servants;
- Any misuse by the Selected Sub-Contractor, his/her Agents, workmen and servants;
- Any misuse by the Selected Sub-Contractor of any Constructional Plant, Temporary Works or
- Materials provided by the Contractor for the purpose of the Contract; and; Any claims as aforesaid.

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C3.4 Construction

C3.4.1 Works Specifications

C3.4.1.1 Applicable Specifications

The standard specifications on which this contract is based are those included in C3.6 of the Scope of Work.

The variations, additions and amendments to the standardised specifications are included as C3.7 Project Specifications. The Project Specifications take precedence over the Standard Specifications.

The Particular Specifications are included as C3.8 and take precedence over the Standard Specifications but not over the Project Specifications.

C3.4.1.2 Applicable national and international standards

The standard specifications on which this Contract is based are the South African National Standards Standardised Specifications for Civil Engineering Construction SANS 1200.

C3.4.1.3 Certification by Recognised Bodies

Wherever possible items and materials for construction of the works shall comply with the relevant South African Bureau of Standards Specifications and with the British Standards where these are applicable in the absence of local standards.

The Contractor, when using materials conforming to a Standard Specification shall if called upon furnish the Employer's Agent with certificates of tests showing that the materials do so conform.

C3.4.1.4 Construction, Erection, Installation, Adjustment and Operation

The work of construction, erection, and installation of the plant is to be carried out under skilled artisans, experienced in the type of work to be executed, under the personal supervision of the Contractor's supervisors, whose qualifications and experience to supervise this work must be acceptable to the Employer's Agent. The plant, when erected and installed, shall be of neat and workmanlike appearance, solidly and evenly supported, true to line and level, plumb and in proper working order. The methods used and equipment employed will be subject to the approval of the Employer's Agent.

Before handing over the plant, the Contractor is to ensure that every component is operating satisfactorily. The work will not be deemed to have been completed until the Employer's Agent is fully satisfied in this connection.

C3.4.2 *Plant and Materials*

C3.4.2.1 Plant and Materials Supplied by the Employer

No new plant or materials will be supplied by the Employer under this Contract.

C3.4.2.2 Marking

All plant delivered under this Contract shall have painted or marked thereon or on the container the relative item number given in the Bills of Quantities.

C3.4.2.3 Offloading, Stacking and Liability for Breakages

The Contractor will be required, at his own expense, to make all arrangements for offloading and carefully stacking all plant delivered under this contract at the Site of the Works. The offloading and stacking shall be carried out strictly in accordance with the requirements of the Employer's Agent so as to permit a thorough and careful examination and testing of all items for breakages, fractures, etc, and any routine maintenance that may

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be required during storage and that will be carried out by the Contractor under this Contract.

The Contractor shall be fully responsible for the protection of all plant delivered by him to Site in accordance with the requirements of the Conditions of Contract. The tendered price submitted by the Tenderer shall be deemed to cover the provision of security during the installation and commissioning phases.

C3.4.2.4 Inspection at Site

All plant will be carefully examined upon delivery at the Site by the Employer's Agent or his representative and all items showing defects or damage of any description shall be laid aside as being not in accordance with the requirements of the Contract and these shall be removed and repaired or replaced by the Contractor at his own cost.

C3.4.3 Construction Equipment

No construction equipment will be made available for use by the Contractor. All construction equipment required for the completion of the works shall be provided by the Contractor.

C3.4.4 Existing Services

C3.4.4.1 Known services

The approximate positions of some of the known underground services, which may be affected by the Works, have been shown on the drawings. The Contractor will be required to contact all service owners and ascertain the location and status of all services irrespective of whether they are shown on the drawing or not.

C3.4.4.2 Damage to services

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

C3.4.5 Site Establishment

C3.4.5.1 Services and Facilities Provided by the Employer

C3.4.5.1.1 Water

The Contractor shall make his own arrangements concerning the supply of water. Presently potable water supply is available in the immediate project area and the Water Supply Authority is the Nkomazi Local Municipality.

C3.4.5.1.2 Electricity

The Power Supply Authority is ESKOM. The Contractor will be required to make his own arrangements with, and pay all the requisite connection and consumption charges for whatever temporary supplies he/she may require for his/her use on the site and his/her tender will be held to include for all such costs and charges.

C3.4.5.1.3 Telecommunication services

The Contractor is to provide his own telephone facilities on site. No telephone will be required for the use of the Employer's Agent or his representative for the duration of the Contract. An item has been included in the Bill of Quantities to cover the costs of the Employer's Agents cellular phone calls.

C3.4.5.2 Facilities Provided by the Contractor

The Contractor will be permitted to locate his offices, storage facilities, workshops, latrines,

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etc., on a site indicated by the Employer's Agent. Temporary buildings and fencing are to be neat and presentable and the surrounding areas must at all times be kept in a neat, clean and orderly condition. The Contractor shall provide and maintain at his own cost all sheds and housing of a temporary nature necessary for the convenience of his workmen and for the accommodation and proper protection of his erection or other equipment from damage or loss.

These are to be erected only on sites which shall have been approved by the Employer's Agent and they shall be removed as soon as their necessity and the site thereof restored to its original condition and the ground left clean and sanitary. The Contractor must not cut down or damage any trees nor make any excavation without the written permission of the Engineer and will be required to restore the site to its original condition on completion of the works.

All buildings and latrines shall be in accordance with the Local Authority and State Health regulations and shall be kept in a clean, sanitary condition to the satisfaction of the Employer's Agent.

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site. No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided. Toilet facilities shall be available for the use of the Employer's Agent or his representative(s). All latrines shall be placed where directed by the Employer's Agent.

All sanitary fees and charges due under the Local Authority or State Health Regulations or bylaws shall be paid by the Contractor. Throughout the progress of the Contract, all latrines shall be maintained by the Contractor in a clean, sanitary condition to the satisfaction of the Employer's Agent.

The Contractor shall provide security watchmen to safeguard the works, plant, personnel and materials for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team. No employees except for security guards will be allowed to sleep or be accommodated on the site.

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

The Contractor shall dispose all surplus and unsuitable material in legal spoil areas of his own choice. He shall be responsible for all arrangements necessary to obtain access to such spoil sites.

C3.4.5.3 Storage and laboratory facilities

No storage facilities will be available or provided by the Employer and the Contractor is to make suitable arrangements to deliver materials as and when required for erection purposes and when called for by the Employer's Agent, whether such call be issued on or after the delivery date offered by the Tenderer.

C3.4.5.4 Vehicles and equipment

No vehicles will be required for use by the Employer or his Representative.

C3.4.5.5 Notice Board

The Contractor will erect a site notice board, by the main road, in the standard format as

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shown on the drawings.

C3.4.6 *Permits and way leaves*

The Employer will obtain the necessary approvals and the Contractor will be required to comply with the authorities and landowners' / occupiers' requirements at all times.

The Contractor will be required to take cognisance of, and comply with, the general wayleave and „permission to occupy" requirements of the authorities and land owners / occupiers during the construction of the works.

C3.4.7 *Water for construction purposes*

The Contractor shall be responsible for making all arrangements for the provision, abstraction, transportation, storage, distribution and payment for all water required for the execution of the Works.

Where practicable and subject to the approval of the Employer and the relevant service authority, construction water may be obtained from the existing municipal water supply system. The Contractor shall obtain all necessary approvals and permits, provide all temporary connections, meters, storage tanks, pumps and distribution pipework, and pay all applicable connection charges and water consumption costs.

C3.4.8 *Survey control and setting out of the works*

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

C3.4.9 *Community Liason Officer and Local Labour*

A provisional sum has been set aside in the contract for the employment of a Community Liaison Officer (CLO), if required, for the duration of the contract.

The primary role of the CLO shall be liaison and facilitation of communication which shall include inter alia :

- Assist in all aspects related to the recruitment of local labour, and advise them of their rights
- Act as a source of information for the community and the Councillors on issues related to the contract
- Keep the Contractor advised on community issues
- Keep the Contractor advised on any issues pertaining to local security (where applicable)
- Assist in setting up any meetings/negotiations with affected parties
- Keep a site diary and record details of labour/community issues that may arise
- Monitor and report on general Health and Safety issues on site
- Assist in HIV/AIDS awareness programmes

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- Attend contract site meetings and report on labour/community issues

The CLO shall have no authority to issue any instructions to the Contractor. The CLO shall be neutral to all parties and endeavour to remain impartial should any conflict arise.

The minimum skills for a CLO shall include :

- An ability to work with others
- An ability to communicate in a local language and English
- An ability to communicate in writing
- Sound interpersonal skills

Should the CLO function not involve a full days work, the CLO will be expected to undertake other administrative work allocated by the Contractor for the balance of the day.

The Ward Councillor shall be responsible for the selection of the CLO, however, the selected CLO shall be directly accountable to the Contractor.

The CLO shall be employed on a full day basis, for the duration of the contract and shall be paid at a rate to be agreed with the Employer's Agent. In addition, all statutory conditions of employment in respect of UIF, Workmen's Compensation, etc. shall be met.

Responsibility for identifying a pool of suitable labour shall rest with the CLO, although the Contractor shall have the right to choose from the pool. The Contractor (and subcontractors) shall have the right to determine the total number of labourers required at any one time, which may vary throughout the contract.

The Contractor shall have the right to replace labour that is not performing adequately and the replacement of any labourer shall be done in conjunction with the CLO.

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C3.5 Management

C3.5.1 Management of the works

C3.5.1.1 Applicable SANS 1921 Specifications

The following SANS 1921 Construction and Management requirements for works standards and associated specification data are applicable:

SANS 1921-1	General engineering and construction works
SANS 1921-2	Accommodation of Traffic on Public Roads
SANS 1921-6	HIV/AIDS Awareness

The specification data applicable to these SANS 1921 standards is as follows:

Standard	Clause	Specification Data
SANS 1921-1		Essential Data
	4.1.7	The requirements for drawings, information and calculations for which the Contractor is to be responsible is detailed in the project specifications.
	4.2.1	The responsibility strategy assigned to the Contractor for the works is A.
	4.2.2	The Consulting Engineer for the Works is Mhlangamvula-Isiphethu JV.
	4.3	The planning, programme and method statements are to comply with the following: 1) The programme shall be prepared in bar (Gantt) chart form, preferably using a project management software tool such as <i>Microsoft Projects/Excel</i> and shall be issued to the Employer's Agent in both hard copy and electronic format. The programme shall be structured to cover all items of work conceivable including all work to be done by sub-contractors and shall clearly indicate the critical path 2) The programme must clearly show the intermediate milestone dates to be achieved taking the indicative construction sequences into account. 3) When work under this Contract must of necessity be carried out in conjunction with the work of other contractors or with that of the Employer, it shall be co-ordinated and programmed in such a manner as to interfere as little as possible with the progress of such other work, and so as to offer every reasonable facility to other contractors and to authorised employees of the Employer. Method statements shall be prepared in accordance with the requirements of the project specifications

	4.4	The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Employer's Agent. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Employer's Agent will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality
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Standard	Clause	Specification Data
		problems which could cause a delay or failure. The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA system. His attention is drawn to the fact that it is not the duty of the Employer's Agent or the Engineer's Representative to act as foreman or surveyor.
	4.6	An item has been included in the Schedule of Quantities to cover all work in dealing with water.
	4.14.3 4.14.5 4.14.6	The office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are: 1) Site offices as per SANS 1200 AB (refer PSAB). 2) Meeting room, minimum floor area 30 square metres. 3) One covered and one uncovered parking bay. 4) Safety helmets, gumboots and other necessary safety equipment for the sole use of the employer and his agents 5) Survey equipment as per PSAB 4.2 6) No testing laboratory is required on site for use by the Employer's Agent The requirements for the provision and erection of sign boards are: Toilet facilities are required for the Employer and his agents.
	4.17.2	Where public services must be interrupted on account of the works, it shall be the Contractor's responsibility, in conjunction with the appropriate Authority to ensure that all users affected by the interruption are given due and sufficient notice of the date, time and duration of the interruption.
	4.17.4 4.17.5	Where services are found the Employer's Agent must be notified immediately so that a decision can be made regarding re-alignment, relocation or protection of said services. The Contractor shall on no account effect such adjustments without the prior consent of the Employer's Agent. If unknown services are found undamaged, they shall then be deemed to be known services with the provisions pertaining to known services becoming applicable.

	4.17.6	Where a service has been located and exposed, the Contractor shall take every care in ensuring that the excavation containing the service is barricaded and protected against collapse and that the service is adequately protected against damage. Should the existing service become damaged by the Contractor or any third party due to negligence on part of the Contractor, then the cost of its repair along with any consequential costs shall be borne by the Contractor.
	4.17.7	Existing known services or services that have been proved by the Contractor, which are damaged by the Contractor, shall be repaired by the service provider and all costs of the repair shall be borne by the Contractor.
	4.18	The safe conduct of the Works shall be a primary consideration and the entire Works shall be carried out in conformity with all applicable statutory regulations and requirements and the Client's Health and Safety specification included in this document as Particular Specification. Tenderers must price their tenders accordingly. Particular attention is drawn to the following Acts and Regulations: • Occupational Health and Safety Act 1993 and Regulations; • Minerals Act, 1991 and Regulations; • The Explosives Act, 1956 as amended and Regulations.

Standard	Clause	Specification Data
		The Employer reserves the right to rectify any faults or conditions that could cause a safety hazard or endanger the lives of the Employer's personnel entering the Works. Any such rectification shall be at the Contractor's expense. All equipment and machines must be in a safe condition and registered as required by the Occupational Health and Safety Act. The Contractor shall submit written proof of payment of contribution in accordance with the Compensation for Occupational Injuries and Diseases Act (1993). The Employer's safety officer may at any time enter the premises or site to carry out safety inspections. The safety officer will notify the Contractor or his duly appointed representative of any safety hazards that he may find.
SANS 1921-1		Variations
	4.1.10	Where reference is made to "SANS 2001", substitute with "SANS 1200".
SANS 1921-1		Additional Clauses
	4.6 (e)	The Contractor is to ensure that stormwater runoff or any groundwater seepage is controlled by means of temporary earthworks, cofferdams, pumping equipment, well-pointing, de-watering equipment etc. to keep the works free of water.
	4.9.5	The provision of security for the Contractor's site establishment, plant and personnel at all times is sole responsibility of the Contractor and no claims for payment for additional security measures taken during the contract will be entertained.
	4.9.6	The Contractor is to comply with the Environmental Management Plan included as a Particular Specification.
	4.17.8	The Contractor shall so carry out all his operations as not to encroach on, or interfere with, trespass on, or damage adjoining land, buildings, properties, road structures, pipelines, places and things, in the vicinity of the Works and outside of the site boundary.
SANS 1921-6		Essential Data
	4.2.1 a)	A qualified service provider is one that appears on the list of recommended service providers, which is available from all regional offices of the Department of Public Works.
	4.2.1 a)	The HIV / AIDS awareness programme is to be repeated at 6 monthly intervals for the duration of the Contract (including the initial one at the start of the Contract).
SANS 1921-6		Variations
	4.3.2	The HIV/AIDS Awareness Champion and the Employer's representative shall certify the report and schedule described in 4.3.1 whenever a claim for payment is issued to the Employer.

Standard	Clause	Specification Data
SANS 1921-1		Additional Clauses
	1 f)	Appointment of an HIV / AIDS Awareness Champion.
	4.1 f)	Appointing an HIV/ AIDS Awareness Champion within 14 days of site handover from amongst the workers (which could include the Community Liaison Officer). The champion should be able to speak, read and write English, speak and understand the local languages spoken by the Workers and shall be on site at all stages of the construction period. The Contractor shall ensure that the Awareness Champion has been trained by the Service Provider on basic HIV/AIDS information, the support services available and has the necessary skills to handle questions regarding the HIV/AIDS programme in a sensitive and confidential manner. The Awareness Champion shall be responsible for: • Liaising with the Service Provider to assist in organising awareness workshops • Filling condom dispensers and monitoring condom distribution • Handing out information booklets • Placing and maintaining posters
	4.1 h)	Provide information about the names of the closest service providers to be displayed on a poster of size not smaller than A2.
	4.2.3 c)	Understand and communicate the purpose of voluntary HIV/AIDS testing and counselling.
	4.2.3 d)	Recognise the importance of caring for people living with HIV/AIDS and be familiar with the various treatments available, including treatment of opportunistic infections.
	4.2.3 e)	Understand and communicate the rights and responsibilities of those living with HIV/AIDS in the workplace and the importance of non-discrimination.
	5	Sanctions In the event that the Contractor fails to satisfy the requirements of this specification, the Employer may apply sanctions which include the rejection of claims for payment as being incomplete or the withholding of completion certificates (interim or final).

C3.5.1.2 Planning and programming

The Contractor shall include with his tender a preliminary programme on the prescribed form to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

In drawing up his programme, the tenderer is to take into account the following:

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

Progressive and systematic finishing and tidying will form an essential part of this Contract.

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On no account will spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of others or impact on the environment. In the event of this occurring, the Employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant Works in the areas concerned without prejudicing the rights of others to institute claims against the Contractor on the grounds of unnecessary obstruction.

Finishing and tidying must not be deferred to the end of the Contract. All finishing and tidying shall be carried out to the best advantage of the project as a whole, and in close co-operation with other parties and residents.

All surplus material shall be disposed of at the municipal dump or at a site approved by the Employer's Agent.

C3.5.1.3 Sequence of the works

The Contractor can choose his own sequence of works, which is subject to approval by the Employer's agent.

C3.5.1.4 Software application for programming

The programme is to show critical path activities and shall be submitted in hard copy and Excel Format (*.xls) / Projects Format (*.mpp).

C3.5.1.5 Quality plans and control

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

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

C3.5.1.6 Accommodation of traffic on public roads occupied by the Contractor

The Contractor will be responsible for the safe and easy passage of public traffic past and on sections of roads of which he has occupation or where work has to be done near traffic.

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective and that courtesy is extended to the public at all times.

Failure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Employer's Agent to suspend the work until the road signs, etc, have been repaired to his satisfaction. The Contractor may not commence constructional activities affecting existing roads before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

The Contractor shall construct and maintain all temporary drainage works necessary for

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temporary deviations.

The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area in which he is working. Where warranted by traffic conditions on or near the site, the Contractor shall nominate a suitable member of his staff as traffic safety officer to be responsible for the arrangement and maintenance of all the measures for the accommodation of traffic for the duration of the project. Duties of the traffic safety officer shall be as set out in SANS 1921 Part 2 and shall also be in compliance with the Occupational Health and Safety Act No 85 of 1993 and the Construction Regulations 2003, including the Particular Safety Specification.

The Contractor's tendered rates for the relevant items in the Bill of Quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the *modus operandi* will be considered.

Items that may be considered for payment are specified in SANS 1200 Standardized Specifications and the related project specification.

C3.5.1.7 Testing, completion, commissioning and correction of defects

C3.5.1.7.1 Performance Tests

On completion of erection and installation the Contractor must carry out the following tests, where applicable, in addition to any other tests which may be specified elsewhere:

Before Commissioning

- Tests for correct fixings and alignment of all equipment.
- Tests for water tightness, where applicable.
- Test for correct operation. Before Taking Over
- Check all equipment for correct operation.
- Check and calibrate all items of plant for correct performance.
- Check all controls for correct operation and functioning.
- Check accuracy of measurements in conjunction with the Employer's Agent against known operating conditions. For certain tests, the Contractor will have to make temporary recording facilities available for the instrument/meters.

During Defects Liability Period

- Check all equipment for correct operation and functioning.
- Check accuracy of measurement of all meters.

The entire cost of providing all test equipment must be borne by the Contractor, and an adequate allowance for such tests must be made in the tendered price for commissioning, testing and adjusting which is included in the Bill of Quantities where applicable.

C3.5.1.7.2 Completion and Taking Over Date

As soon as the Contractor has handed over all the plant and equipment that has been supplied, installed, satisfactorily tested, and commissioned as a complete unit in proper working order in accordance with the specifications and the General Conditions of Contract, the Certificate of Completion will be issued.

If any significant item(s) of plant or equipment fails to perform to the approval of the Employer's Agent and the Contractor is unable, within three months of the prescribed date, to rectify the matter, the Employer retains the right to reject the item(s) and to instruct the Contractor to remove, at his own cost, all such plant and/or equipment after refunding to the

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Employer any or all monies which may at that time have been paid to the Contractor or otherwise expended.

C3.5.1.7.3 Defects Liability Period

During the defects liability period the Contractor must visit the site at least three times, say 1, 6 and 12 months respectively after the commissioning date, to inspect and check all the plant supplied and installed by him for proper operation and to adjust where necessary, and to satisfy himself that the regular maintenance of the plant is being carried out correctly and in accordance with the written instructions supplied by him. Those written instructions should also contain a routine preventive maintenance schedule of significant plant operating parameters, which the plant supervisor will be expected to attend to on a regular basis.

An item to enable Tenderers to price for these visits has been provided in the Bills of Quantities. This item will be paid together with the final completion.

C3.5.1.8 Recording of weather

The Contractor shall be permitted to take his own rainfall measurements on site subject to the Employer's Agent's approval, but access to the measuring gauge(s) shall be under the Employer's Agent's control. The Contractor is to provide and install all the necessary equipment for accurately measuring the rainfall as well as to provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost.

C3.5.1.9 Management meetings

The Contractor and such other persons as may be nominated by the Employer's Agent shall be required to attend periodic site meetings, the date and place for which will be set by the Employer's Agent in consultation with the Employer and Contractor.

The main purpose of the site meetings will be to review and discuss progress and programme, and all persons attending the site meetings must be empowered to act on behalf of the organisations they represent.

C3.5.1.10 Daily records

The Contractor is to provide a triplicate site diary book, which is to be kept on site, for the purpose of keeping daily records in respect of work performed on the site and all significant events. The Engineer's Representative will keep the top copy on his records and the Contractor will take the middle copy and the third copy will remain in the site diary book which will be kept on site for the duration of the Contract.

C3.5.1.11 Time of Delivery and Completion

The Tenderer is to show in the Program in Returnable Documents, Section D the periods of time he requires for delivery, installation and commissioning of mechanical and electrical equipment.

C3.5.2 Health and safety

C3.5.2.1 Health and safety requirements and procedures

C3.5.2.1.1 General Statement

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

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his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act by executing the Agreement form C1.5 included in Section C1: Agreements and Contract Data.

C3.5.2.1.2 Health and Safety Specifications and Plans to be submitted at tender stage

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification is included in this document as part of the Particular Specifications.

Contractors are to take note of the aspects identified in the specification requiring attention in the pricing of the tender and in the preparation of the H&S Plan:

(b) Tenderer's Health and Safety Plan

The successful Tenderer shall, on receipt of notification that he has been awarded the contract, submit without delay his own documented Health and Safety Plan for the execution of the work under the contract. His Health and Safety Plan must at least cover the following:

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

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

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

C3.5.2.1.3 Cost of compliance with the OHSA Construction Regulations

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract. Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

Items that may qualify for remuneration will be specified in the Safety Specifications included or in the Project specifications.

C3.5.2.2 Aids awareness

Service Provider

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The Contractor shall engage a qualified service provider (i.e. one that appears on the list of recommended service providers, which is available from all regional offices of the Department of Public Works) to conduct an HIV / AIDS Awareness programme.

The HIV / AIDS awareness programme is to be repeated at 6 monthly intervals for the duration of the Contract (including the initial one at the start of the Contract).

Sanctions

In the event that the contractor fails to satisfy the requirements of this specification, the employer may apply sanctions which include the rejection of claims for payment as being incomplete or the withholding of completion certificates (interim or final).

C3.5.2 *Reporting*

The Contractor shall submit with each monthly statement for payment the following updated returns:

- Project Labour Report
- HDI Contract Participation Expenditure Report
- Targeted Labour Contract Participation Expenditure Report

The formats will be supplied by the client.

The Project Labour Report must include details of all labour (including that of sub-contractors) employed on this contract in the month in question.

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NKOMAZI LOCAL MUNICIPALITY

**KOMATIPOORT TOWN BULK SANITATION INFRASTRUCTURE
REFURBISHMENT**

CONTRACT N^o : **NKO 43/2026**

**KOMATIPOORT WASTEWATER TREATMENT WORKS AND SEWER PUMPSTATIONS
REFURBISHMENT AND UPGRADE**

C3.6: STANDARD SPECIFICATIONS

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C3.6 STANDARD SPECIFICATIONS

C3.6.1 Standard Specifications

INTRODUCTION

The Standard Specification gives a general description of the requirements to be met, and sets out the relevant specifications relevant to the Contract as well as other relevant and additional clauses. In certain clauses the standard specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternative or additional requirements applicable to this contract are contained in the project specifications.

C3.6.2 Quality Management

C3.6.2.1 Applicable Quality Assurance Standards

The Tenderer shall provide a co-ordinated and formally documented statement of his quality management system, including quality management objectives, policies, organisation and procedures, for the compulsory implementation of SANS 0157, Code of Practice for Quality Management Systems, Part III. The same applies to Part II of the said Code of Practice which must be implemented on certain selected items only. However, although Part II will not be implemented in all instances it will not exempt the Contractor of compliance with the quality requirements laid down in the tender documents. Monitoring and control by the Employer's Agent may be done at any time on any material.

The Contractor shall submit with his tender an assessment report on his quality management and quality control system issued by an independent Quality Assurance Authority approved by the Employer's Agent. The inspection on which this assessment report is based shall have taken place not more than 12 months prior to the closing date for this tender.

Responsibility for and all associated costs of compliance with this sub-clause shall rest with the Contractor.

C3.6.2.2 Quality Assurance Enhancement

Should the Contractor or any of the proposed sub-contractors not comply with Sub-Clause C3.6.3.1 at the time of tender, a Contract may be awarded subject to a written undertaking to enhance his own and/or Sub-Contractor's quality assurance system to the satisfaction of the Employer's Agent before commencement of the contract.

C3.6.2.3 Quality Assurance Staff

The Contractor shall satisfy the Employer's Agent that a quality specialist together with sufficient and suitably qualified staff will be assigned to control the quality of the material used by each sub-contractor engaged in the supply of critical and major components and sub-assemblies.

C3.6.2.4 Engineer's Quality Assurance Representative/Inspector

The Employer's Agent may elect to appoint an independent quality assurance representative to act in a surveillance capacity on his behalf for part or all of the contract.

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The Employer's Agent's Quality Assurance Representative will be a selected Sub-Contractor and will be paid by the Contractor under this Contract for all tests passed by the Inspector and certified by the Employer's Agent. The Inspector will not act as the quality controller for the Contractor or his Sub- Contractors and accordingly any tests failing inspection will be for the account of the Contractor. Similarly, the costs of all inspections arising following any failed tests will be for the account of the Contractor.

C3.6.25 Classification of Material

Part II of the above-mentioned Code of Practice, ie a quality system for manufacture and installation, will apply only to certain critical material, products and services if and where indicated hereunder in this document.

C3.6.2.6 Sub-Letting

All enquiries made and contracts placed by the Contractor for critical components shall require that sub-contractors comply with the requirements of the preceding sub-clauses. Responsibility for and all associated costs of compliance shall rest with the Contractor. In instances where SANS 0157 is not applicable, Tenderers must indicate what equivalent alternative Code of Practice is being implemented.

C3.6.2.7 Disqualification

Tenderers who do not include the formally documented statements called for in Sub-Clause C3.6.2.1 and who do not respond in terms of Sub-Clause C3.6.2.2 above may be disqualified.

(* "SANS" has been changed to "SANS, without change to the contents of the specifications).

C3.6.3 **Standard Civil Specifications**

The standard specifications on which this contract is based are the South African National Standards Standardised Specifications for Civil Engineering Construction SANS 1200. Although not bound in nor issued with this Document, the following Sections of the Standardised Specifications of SANS 1200 shall form part of this Contract:

Reference made hereinafter to specifications of the South African National Standards (SANS) or the British Standards Institute (BS) shall be deemed to include all revisions of and/or additions to such specifications ruling at the closing date of tenders.

Standardised Specifications

- AA 1986 - GENERAL (Small Works)
- AB 1986 - ENGINEER'S OFFICE
- C 1982 - SITE CLEARANCE
- DA 1990 - EARTHWORKS (Small Works)
- DB 1989 - EARTHWORKS (Pipe Trenches)
- DK 1996 - GABIONS AND PITCHING
- DM 1981 - EARTHWORKS (Roads, Subgrade)
- GA 1982 - CONCRETE (Small Works)
- HA 1990 - STRUCTURAL STEELWORK (Sundry Items)
- HC 1988 - CORROSION PROTECTION OF STRUCTURAL STEELWORK
- L 1983 - MEDIUM PRESSURE PIPELINES
- LB 1983 - BEDDING (Pipes)
- LE 1982 - STORMWATER DRAINAGE

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The variations and additions to the standardised specifications (Project Specifications) as well as the Particular Specifications are included as C3.7 and C3.8 respectively. The variations, are prefixed PS, and take precedence over the SANS Standardised Specification.

Where the particular specifications are in conflict with either the variations and additions to standardized specifications or the SANS Standardised Specifications, the particular specifications shall take precedence.

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SANS) in Pretoria.

SANS 10396: 2003: Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures

SANS 1921-1 (2004): Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works

SANS 1921-6 (2004): Construction and Management Requirements for Works Contracts Part 6: HIV / AIDS Awareness

The standardised specifications (SANS 1200) must be read in conjunction with the new SANS 1921 family of standards. In case of any discrepancy or conflict between the two, the SANS 1200 specification shall take precedence and shall govern.

Refer also to the Preface on interim situation until full suite of SANS Series of Specifications is available, on the first page of the Project Specification.

The term "project specifications" appearing in any of the SANS 1200 standardised specifications is deemed to be equivalent to the term "scope of work" in SANS Specifications.

C3.6.3.1 Certification by recognised bodies

Wherever possible items and materials for construction of the works shall comply with the relevant South African Bureau of Standards Specifications and with the British Standards where these are applicable in the absence of local standards.

The Contractor, when using materials conforming to a Standard Specification shall if called upon furnish the Employer's Agent with certificates of tests showing that the materials do so conform.

C3.6.3.2 Preface on Interim Situation until Full Suite of SANS Series Specifications are Available

The Bill of Quantities is based on the SANS 1200 system of specifications and measurement.

Where SANS specifications are available, these have been incorporated into the "Contract" section of this document.

Where overlapping specifications from the SANS 1200 Series of Specifications occur the appropriate SANS 1200 specifications have been incorporated into the Project Specifications.

In such cases, the following shall be observed:

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- i. the requirements of the SANS 1200 specifications shall prevail over the requirements of the SANS specification(s).
- ii. The payment clauses in the Bill of Quantities are based on the SANS 1200 series of specifications for consistency and the Tenderer is required to ensure that he has priced all of the requirements pertaining to the SANS specification

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NKOMAZI LOCAL MUNICIPALITY

**KOMATIPOORT TOWN BULK SANITATION INFRASTRUCTURE
REFURBISHMENT**

CONTRACT N^o : **NKO 43/2026**

**KOMATIPOORT WASTEWATER TREATMENT WORKS AND SEWER PUMPSTATIONS
REFURBISHMENT AND UPGRADE**

C3.7: PROJECT SPECIFICATIONS

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C3.7.1 DETAILED SPECIFICATION FOR CIVIL WORKS

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PSDA EARTHWORKS (SMALL WORKS)	
PSDB EARTHWORKS (PIPE TRENCHES)	
PSDK GABIONS AND PITCHING.....	
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PSL MEDIUM-PRESSURE PIPELINES	
PSLB BEDDING (PIPES)	
PA VALVES FOR WATERWORKS APPLICATION.....	
PSZ ENVIRONMENTAL MANAGEMENT.....	
PE PRE-CONSTRUCTION HEALTH & SAFETY SPECIFICATION.....	
PDS TEMPORARY DECOMMISSIONING, DRAINING, DESLUDGING, CLEANING, LINING AND RECOMMISSIONING OF STABILISATION PONDS.....	

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PSAA : GENERAL (Small Works)
(Applicable to SANS 1200 AA - 1986)

PSAA 3 MATERIALS

PSAA 3.1 Quality and Samples

Add to the Sub-Clause :

No used or recycled material may be used in the Works unless expressly authorised by the Employer's Agent. Materials specified as being to the approval of a Standard Bureau shall bear the official mark of the appropriate standard.

Samples of concrete aggregates are to be delivered to an approved laboratory.

PSAA 4 PLANT

PSAA 4.1 Contractor's Office and Stores

Add to the Sub-Clause:

Neither housing nor shelters are available for the Contractor's employees, and the Contractor shall make his own arrangements to house his employees and transport them to site.

On completion of the Works or as soon as the Contractor's facilities are no longer required the Contractor shall remove such facilities and clear away all surface indications of their presence.

PSAA 5 CONSTRUCTION

PSAA 5.1.2 Preservation and Replacement of Pegs subject to Land Survey Act

Add to the Sub-Clause :

Before the commencement of construction work in the vicinity of boundaries, the Contractor, under the direction of the Employer's Agent, shall search for and mark with fencing droppers which shall be painted, all plot pegs where boundaries have not been established by the erection of walls or fences (e.g. between two adjacent undeveloped erven, or on an undeveloped corner erf) and the Contractor shall compile a list of such pegs that are apparently in their correct positions.

At the completion of the Contract, the Contractor shall expose the pegs that were listed at the commencement of the construction and the Employer's Agent will arrange for any such pegs that are missing to be replaced at the Contractor's expense except that the Contractor will not be held responsible for:

pegs that must be removed or buried in accordance with the finished dimensions of any part of the Works or of any essential temporary work, and
pegs removed by others not under the direct control of the Contractor.

All survey reference marks shall be clearly marked and protected by the erection of three fencing standards.

All plot boundary pegs shall be marked with fencing droppers and shall be painted.

PSAA 5.2 Protection of Underground Services

Delete title and substitute the following :

Protection of Visible and Underground Services (Sub-Clause 5.2)

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PSAA 5.3 Dealing with Water on Works

Add to the Sub-Clause :

For this purpose he shall provide, operate and maintain in sufficient quantity such pumping equipment, well points, pipes and other equipment as may be necessary and he shall also provide any sumps, furrows, cross-embankments, coffer-dams and other temporary works as may be necessary to minimise damage, inconvenience, or interference.

PSAA 5.4 Safety

Add to the Sub-Clause :

All work and particularly work carried out in the proximity of buildings, bridges, tanks or other structures shall be carried out in conformance with the regulations framed under the Occupational Health and Safety Act, 1993 and related Construction Regulations as promulgated in 2014, and the Minerals Act, Act 50 of 1991, including shoring where necessary, to ensure the safety of structures that are at risk. This clause shall be read in conjunction with the particular specification for health and safety.

The Contractor shall enter into an agreement on Occupational Health and Safety as per the pro forma bound into this document.

The Contractor shall make available for the duration of the contract safety helmets, gumboots and any other necessary safety equipment for sole use by the Employer's Agent and his representative(s).

PSAA 5.6 Protection of Structures (new sub-clause)

Where work is carried out in the proximity of buildings, bridges, buried services, tanks, wall or other structures, the Contractor shall take all necessary precautions required in terms of the regulations framed under the Occupational Health and Safety Act, (Act N° 85 of 1993) to ensure the safety of structures and services that are at risk.

PSAA 5.7 Pollution

Add new Sub-Clause :

The Contractor shall take all reasonable measures to minimise any dust nuisance, noise, pollution of streams and inconvenience to or interference with the public or others arising out of the execution of the Works.

PSA-5.8 Accommodation of Traffic

Add new Sub-Clause :

Where construction work has to be carried out on or near public roads, the Contractor shall deal with traffic as specified in SANS 1921-2 (2004): Construction and Management Requirements for Works Contracts, Part 2 : Accommodation of Traffic on Public Roads occupied by the Contractor.

PSAA 6 TOLERANCES**PSAA 6.2 Degrees of Accuracy**

Add to the Sub-Clause :

Degree of Accuracy II shall be applicable to the whole of the Works (refer also to PSDA 6 and PSG 6).

PSAA 8 MEASUREMENT AND PAYMENT**PSAA 8.2.1 Fixed Charge and Value Related Items**

Add the following :

The amount, if any, by which the sum of the fixed-charge and value-related items exceeds three percent of the net total tendered amount (excluding allowances for contingencies and price escalation) shall be regarded for payment purposes as time-related items and will be paid in accordance with Clause 8.2.2.

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PSAA 8.2.2 Time-related Items

Delete the third and fourth lines and substitute the following :

".... incremental amounts (calculated by the division of the remainder of the tendered sum by the number of the remaining months of the duration of construction as assessed by the Employer's Agent) will be....."

Add the Sub-Clause :

Notwithstanding the provisions of Sub-Clause 8.2.2, an approved extension of time will not entitle the Contractor to receive any payment for that portion of fixed-charge and value-related items which have become regarded as "time-related" items in terms of PSAA 8.2.1.

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PSAB : ENGINEER'S OFFICE
(Applicable to SANS 1200 AB - 1986)

PSAB 1 SCOPE

PSAB 1.1 Sub-Clause

Delete the second sentence and substitute the following :

It covers a scheduled number of identical offices and allows for mobile, semi-mobile and prefabricated accommodation.

PSAB 2 INTERPRETATIONS

PSAB 2.1(b) Supporting Specifications

Delete the Sub-Clause and substitute the following :

SANS 1200 AA or SANS 1200 AD as applicable.

PSAB 2.3 Definitions

Delete the first two lines and substitute the following :

For the purposes of this specification the definitions given in SANS 1200 A or SANS 1200 AA or SANS 1200 AD as applicable, and the following definitions shall apply :

PSAB 3 MATERIALS

PSAB 3.1 Nameboards

In the third line *delete* "South African Institution of Civil Engineers" and substitute with "Consulting Engineers of South Africa".

PSAB 3.2 Office Building(s)

Delete the first sentence and substitute the following:

"The Contractor shall supply and furnish one air-conditioned (6 m x 3 m) office for the use of the Employer's Agent and his/her staff, and one air-conditioned (9 m x 3,4 m) conference facility for conducting meetings".

Add to the Sub-Clause :

"In addition to the furnishings listed under subitems (a) to (j), the following shall be provided and properly maintained:

- (k) electrical installation to include a light and two 15 A plug points plus an adequately sized air conditioning unit (for heating and cooling) for each room
- (l) one refrigerator of at least 100 litre capacity
- (m) one kettle of at least 2 litre capacity
- (n) one tea set comprising six cups and saucers, six teaspoons, one teapot, one sugar bowl and one milk jug
- (o) covered parking for one vehicle
- (p) uncovered parking space for one vehicle
- (q) two 'Barhold' or similar wall mounted racks each with 6 clamps suitable for hanging A0 sized drawings
- (r) one large meeting table
- (s) ten additional chairs."

PSAB 4 PLANT

PSAB 4.1 Telephone

Delete the Sub-Clause and substitute the following :

The Contractor is not required to provide a telephone for use by the Employer's Agent or his representative.

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PSAB 4.2 Survey Equipment (New Sub-Clause)

Add new Sub-Clause:

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

- One automatic reading engineer's level plus tripod
- One levelling staff (5 m long, 1 cm graduations)
- One staff angle bubble
- One metal change-point for levelling
- One separate plumb-bob
- One spirit level (one metre long)
- One hammer (2 kg) with steel or wooden pegs as necessary
- One 50 m steel tape
- One 5,0 m (or longer) retractable steel tape

The equipment may be shared by arrangement between the Contractor and the Employer's Agent or his representative on Site. The Contractor shall keep the equipment continuously insured against any loss, damage, or breakage and he shall indemnify the Employer's Agent and the Employer against any claims in this regard. Upon completion of the Works the survey equipment as listed above shall revert to the Contractor.

The Contractor shall maintain the equipment in good working order and keep it clean until the completion of the Works.

PSAB 5 CONSTRUCTION**PSAB 5.4 Telephone**

Add to the Sub-Clause:

"The Employer's Agent's Representative and his staff will each pay their own cellular and data accounts and they will be reimbursed by the Contractor at a rate of R250/week. The amounts paid by the Contractor will be recoverable from the Employer. An item has been included in the Bill of Quantities to cover these costs."

PSAB 5.5 Survey Assistants

Not required.

PSAB 8 MEASUREMENT AND PAYMENT**PSAB 8.1 Scheduled Items**

Delete the first sentence and substitute the following :

Items will be re-scheduled in Sub-Clauses 8.3.2 and 8.4.2 of SANS 1200 AA.

PSAB 8.2.1 Fixed and Time-related Charges

Add to the Sub-Clause :

The Tenderer is to include, under the Time Related Charges, a Prime Cost Sum of **R250** per week, for a period of time equal to the Time for Completion of the Contract (see Appendix) to cover the cost of the Engineer's telephone calls and the related telephone rental.

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PSC : SITE CLEARANCE
(Applicable SANS 1200 C - 1980 As Amended 1982)

PSC 5 CONSTRUCTION

PSC 5.2.3.2 Individual Trees

Delete the second sentence of the Sub-Clause and substitute the following:

The amount of the penalty payable by the Contractor for the removal or damage by him of a tree designated for preservation shall be R1000 for each tree having a girth of less than 1000 mm and R2000 for each tree having a girth of 1000 mm or more.

PSC 5.3 Clearing

Add New Sub-Clauses

PSC 5.3.1 Restoration of Fences to Servitude Boundary

Where existing fencing is encroaching on the Works, such fencing shall be removed prior to construction and re-erected to a condition no worse than that pertaining prior to the removal, on the formal cadastral boundary all as indicated on the respective land plans. For the period that the fence or wall is dismantled and not yet re-erected, the Contractor shall erect, at the end of each day's operations, a temporary fence to close the gap in the existing fence or wall and shall maintain adequate security to prevent use of the temporary fence as a point of access by unauthorised persons.

PSC 5.4 Grubbing

In the fourth line delete "200 mm" and substitute "300 mm".

PSC 5.6 Conservation of Topsoil

Add to the Sub-Clause :

The topsoil, where approved by the Engineer, shall be conserved for later use by stockpiling in stockpiles clear of the working area.

PSC 5.7 Landscape, Preservation and Conservation of Flora

Add to the Sub-Clause :

Where pipelines are to be laid in sensitive areas, the cleared width is not to exceed 2 m. After completion of the pipelaying, the natural bush is to be re-instated.

PSC 8 MEASUREMENT AND PAYMENT

PSC 8.2 Scheduled Items

PSC 8.2.10 Remove Topsoil to a Nominal Depth of 150 mm and Stockpile

Delete from the sub-clause heading the words: 'to a Nominal Depth of 150 mm'

Add to the Sub-Clause:

The topsoil, where approved by the Employer's Agent, shall be conserved for later use by stockpiling clear of the working area.

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PSD : EARTHWORKS
(Applicable to SANS 1200 DA - 1988 as amended 1990)

PSD 2 INTERPRETATIONS

SD 2.1 SUPPORTING SPECIFICATIONS

REPLACE SUBCLAUSE 2.1.2 WITH THE FOLLOWING:

"PSD 2.1.2 Any of the other SANS 1200 specifications may form part of the Contract documents."

PSD 2.3 DEFINITIONS

REPLACE THE WORD AND THE DEFINITION FOR "Borrow" WITH THE FOLLOWING:

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

REPLACE THE DEFINITION FOR "Specified density" WITH THE FOLLOWING:

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

REPLACE THE DEFINITION FOR "Stockpile" WITH THE FOLLOWING:

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

ADD THE FOLLOWING DEFINITIONS:

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

Fill: An embankment or terrace constructed of material obtained from excavations or borrow pits. In roads it includes the earthworks up to the underside of the selected subgrade level.

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

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

PSD 3 MATERIALS

PSD 3.1 CLASSIFICATION FOR EXCAVATION PURPOSES

PSD 3.1.1 Method of classifying

ADD THE FOLLOWING:

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

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

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PSD 3.2.3 Material suitable for backfill or fill against structures

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

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

- (a) The material shall not contain an excessive number of stones retained on a 50 mm sieve;
- (b) The material shall not contain large clay lumps that do not break up under the action of the compaction equipment; and
- (c) The liquid limit of the material shall not exceed 40, neither shall the PI exceed 18."

PSD 3.3 SELECTION

ADD THE FOLLOWING SUBCLAUSE:

"PSD 3.3.3 Selection in borrow pits and excavations

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

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

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

PSD 4 PLANT**PSD 4.4 DETECTORS**

REPLACE THE CONTENTS OF SUBCLAUSE 4.4 WITH THE FOLLOWING:

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

PSD 5 CONSTRUCTION**PSD 5.1 PRECAUTIONS****PSD 5.1.1 Safety****PSD 5.1.1.1 Barricading and lighting**

REPLACE "Machinery and Occupational Safety Act, 1983 (Act 6 of 1983)" WITH "Occupational Health and Safety Act, 1993 (Act 85 of 1993)".

PSD 5.1.1.2 Safeguarding of excavations

REPLACE "Machinery and Occupational Safety Act" WITH "Occupational Health and Safety Act, 1993 (Act 85 of 1993)".

PSD 5.1.1.3 Explosives

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

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

- (a) The Employer's Agent may prohibit the use of explosives in cases where, in his opinion, the risk of injury to persons or damage to property or to adjoining structures is too high. Such action by the Employer's Agent does not entitle the Contractor to additional payment for having to resort to less economical methods of construction,
- (b) The Employer's Agent's prior written approval shall be obtained for each and every blasting operation. This approval may be withheld if the Contractor does not use explosives responsibly and carefully.
- (c) The Contractor shall comply fully with the requirements of the Explosives Act, 1997 (Act No 83 of 1997) and all other legislation and regulations as may be applicable to blasting and the use of explosives.
- (d) Before blasting is undertaken, the Contractor shall satisfy the Employer's Agent that he has established whether or not the insurers concerned require pre- and post- blasting inspections of buildings and structures within a certain radius of the proposed blasting.

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

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

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

PSD 5.1.2 Existing services

PSD 5.1.2.2 Detection, location and exposure

REPLACE THE CONTENTS OF SUBCLAUSE 5.1.2.2 WITH THE FOLLOWING:

"The exposure by the Contractor of underground services, as required in terms of subclause 5.4 of SANS 1200 A (as amended) shall be carried out by careful hand excavation at such positions and to such dimensions as are agreed to by the Employer's Agent.

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

- (a) In roadways: 90% Mod AASHTO density; and

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

Where hand excavations to expose underground services have to be carried out in roadways, the Contractor shall reinstate the road layerworks in accordance with the provisions of subclause 5.9 of SANS 1200 DB.

Payment in respect of exposing the services by means of hand excavation as described above, will be made in accordance with subclause PSD 8.3.8.1.

Payment in respect of reinstating layerworks in roadways will be made in accordance with subclause 8.3.6.1 of SANS 1200 DB (as amended)."

PSD 5.1.2.3 Protection of cables

REPLACE SUBCLAUSE 5.1.2.3 WITH THE FOLLOWING:

"5.1.2.3 Protection during construction

Further to the requirements of subclause 5.4.2 of SANS 1200 A (as amended), major excavating equipment and other plant shall not be operated dangerously close to known services. Where necessary, excavation in close proximity to known services shall be carefully carried out with suitable hand tools, excluding picks wherever their use could damage the services. No additional payment will apply to such more difficult work.

Should any service not being a known service be discovered or encountered during the Should any service not being a known service be discovered or encountered during the Should any service not being a known service be discovered or encountered during the course of the Contract, the Contractor shall, in addition to complying with the Employer's Agent thereof and implement such measures as will prevent damage of such service Employer's Agent thereof and implement such measures as will prevent damage of such service or, if it was damaged in the course of discovery, will prevent and minimise the occurrence of any further damage occurring."

PSD 5.1.2.4 Negligence

DELETE SUBCLAUSE 5.1.2.4.

PSD 5.1.3 Stormwater and groundwater

ADD THE FOLLOWING:

"The Contractor shall, where applicable and at the earliest practicable opportunity, install the permanent drainage specified or shown on the Drawings and shall at his own cost provide the temporary drainage required to protect the works."

PSD 5.1.5 Reinstatement and maintenance of roads

ADD THE FOLLOWING:

"Where crossings have been made, the roads shall be reinstated in accordance with the details specified in subclause 5.9 of SANS 1200 DB."

PSD 5.1.6 Road traffic control

DELETE THE SECOND SENTENCE OF SUBCLAUSE 5.1.6.

PSD 5.2 METHODS AND PROCEDURES

PSD 5.2.2 Excavation

PSD 5.2.2.1 Excavation for general earthworks and for structures

ADD THE FOLLOWING TO PARAGRAPH (b):

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

REPLACE THE FIRST SENTENCE OF PARAGRAPH (e) WITH THE FOLLOWING:

"Where excavations have been carried below the authorised levels, the Contractor shall backfill such excavations to the correct level with approved gravel compacted to 90% of modified AASHTO density or to the density of the surrounding material, whichever is the higher density.

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

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

PSD 5.2.2.3 Disposal

REPLACE THE WORDS "in the project specification." AT END OF THE SECOND SENTENCE WITH "at sites to be designated by the Employer's Agent."

ADD THE FOLLOWING SUBCLAUSE IN SUBCLAUSE 5.2.2:

"PSD 5.2.2.4 Selection and stockpiling

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

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

When required, or when ordered by the Employer's Agent, material shall be stockpiled for later use. The additional costs for stockpiling material shall be paid to the Contractor in accordance with the provisions of subclause PSD 8.3.14."

PSD 5.2.5 Transport for earthworks

REPLACE THE CONTENTS OF SUBCLAUSE 5.2.5 WITH THE FOLLOWING:

"The transport of all excavated materials, irrespective of the distance and source, shall be deemed to be free-haul, the cost of which is included in the Contractor's tendered rates and prices for the excavation of the materials. No separate compensation shall apply for the transportation of excavated materials."

PSD 7 TESTING

PSD 7.2 TAKING AND TESTING OF SAMPLES

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REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"The Contractor shall arrange with the approved independent laboratory engaged by the Contractor in terms of C3.4.2.5(b) subclause PS 8.2.1 (CIDB document format) of Portion 1 (non-CIDB document format) of the Project Specifications to carry out sufficient tests on a regular basis as agreed between him and the Employer's Agent to determine whether the degree of compaction, and, where applicable, the quality of materials used, comply with the Specifications and shall submit the results of these tests to the Employer's Agent in a form approved by him.

The compaction requirements for fills shall be deemed complied with when at least 75% of the dry-density tests on any lot show values equal to or above the specified density and when no single value is more than five percentage points below the specified value."

PSD 8 MEASUREMENT AND PAYMENT**PSD 8.3 SCHEDULED ITEMS****PSD 8.3.1 Site preparation****REPLACE SUBCLAUSES 8.3.1.1 AND 8.3.1.2 WITH THE FOLLOWING:**

"Where site preparation such as clearing, grubbing, the removal of large trees or the removal and stockpiling of topsoil is required, the provisions and scheduled items of SANS 1200 C shall apply."

PSD 8.3.2 Bulk excavation**REPLACE THE CONTENTS OF ITEM WITH THE FOLLOWING:**

"Where site preparation such as clearing, grubbing, the removal of large trees or the removal and stockpiling of topsoil is required, the provisions and scheduled items of SANS 1200 C shall apply."

"(a) Excavate in all materials and use for embankment or backfill as ordered, from:

- | | | |
|-----|------------------------------|----------------------|
| (1) | Necessary excavations | Unit: m ³ |
| (2) | Designated borrow pits | Unit: m ³ |
| (3) | Commercial sources | Unit: m ³ |

The unit of measurement shall be the cubic metre measured in place in accordance with sub-clause 8.2 of SANS 1200 D.

Separate items will be scheduled for embankments and backfills for different parts of the works.

The tendered rates shall cover the cost of complying with all the precautions required in terms of sub-clause 5.1 of SANS 1200 D (as amended), in addition to the cost of excavating in all materials, basic selecting, loading, transporting within the applicable free-haul distance, off-loading, spreading or backfilling, watering, compacting, final grading, complying with the requirements for tolerances, providing for testing, finishing and tidying, all in accordance with the specifications.

In addition to the foregoing, the tendered rate for subitem (b) shall further include for the costs of royalties (if applicable), whilst the tendered rate for subitem (c) shall also include for the costs of finding a source of suitable material, for making arrangements with the owner of the source, for procuring the material, for the payment of all requisite royalties, charges or damages, and for transporting the material to the site regardless of the distance involved. No payment will be made for the removal of overburden or stockpiling at the commercial source and no extra over payment shall apply for excavating in intermediate, hard or boulder material."

(b) Excavate in all materials and dispose Unit: m³

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The unit of measurement shall be the cubic metre of material excavated, measured in place in accordance with sub-clause 8.2 of SANS 1200 D.

The tendered rates shall cover the cost of complying with all the precautions required in terms of sub-clause 5.1 of SANS 1200 D (as amended), in addition to the cost of excavating, basic selecting, loading, transporting within the applicable free-haul distance, off-loading at the spoil site, maintaining and finishing the spoil site, all in accordance with the specifications.

(c) Extra over sub-items PSD 8.3.2(a)(1), PSD 8.3.2(a)(2) and PSD 8.3.2(b) for:

- | | |
|-----------------------------|-----------------------------------|
| (1)
Unit: m ³ | Intermediate excavation |
| (2)
Unit: m ³ | Hard rock excavation |
| (3)
Unit: m ³ | Boulder excavation, Class A |
| (4)
Unit: m ³ | Boulder excavation, Class B |

The rate shall cover the additional cost of the operations enumerated in sub-clauses 8.3.2.(a) and 8.3.2.(b) above for any portion of the excavation that is classified as intermediate, hard rock, boulder excavation class A or boulder excavation class B as applicable. (See Drawing D-2.)"

PSD 8.3.3 Restricted excavation

REPLACE THE WORDS "in 1 m increments" AT THE END OF THE FIRST SENTENCE OF SUBITEM (a) WITH "in the increments indicated in the Schedule of Quantities".

REPLACE "in 5.2.2.1 – 5.2.2.3 (inclusive)" AT THE END OF SUBCLAUSE (a) WITH "in sub-clauses 5.2.2.1 to 5.2.2.5 (inclusive)".

ADD THE FOLLOWING SUB-SUBITEM:

"(c) Extra over sub-item 8.3.3 (a) for hand excavation Unit: m³

This item shall apply to hand excavation ordered by the Employer's Agent or when the Employer's Agent considers that, owing to circumstances, excavation by mechanical excavators is not practicable. It shall not apply to hand excavation for trimming or finishing an excavation made by mechanical means.

The tendered rate shall include full compensation for the additional cost of excavating by means of hand tools."

PSD 8.3.4 Importing of materials

DELETE SUBITEM (a) OF 8.3.4.

PSD 8.3.6 Overhaul

ADD THE FOLLOWING:

"No overhaul shall apply to material from commercial sources or to material disposed of on sites provided by the Contractor or disposed of by other means employed by the Contractor."

PSD 8.3.8 Existing services

PSD 8.3.8.1 Location

REPLACE ITEM 8.3.8.1 WITH THE FOLLOWING:

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"8.3.8.1 Hand excavation for locating and exposing existing services:(a) In roadways Unit: m³(b) In all other areas Unit: m³

The unit of measurement shall be the cubic metre of material excavated, measured in place according to the authorised or actual dimensions of the excavation, whichever is the lesser.

The tendered rates shall cover the cost of excavating in all materials by means of hand tools within authorised dimensions and at locations approved by the Employer's Agent in accordance with the requirements of subclause PSA 5.4.1 for all precautionary measures necessary to protect the services from damage during excavation and backfilling, and for subsequent backfilling and compacting. Compaction of material in all areas except in roadways shall be to 90% of the modified AASHTO density.

The tendered rate for hand excavation in roadways shall include compensation for compacting excavated or selected backfill material to 93% of modified AASHTO density. Reinstating layerworks and surfacing shall be measured and paid for in terms of SANS 1200 DB.

The tendered rates shall also include for keeping excavations safe, for dealing with surface and subsurface water, for removing surplus excavated material from the site, for transporting all material within the free-haul distance, and for supplying adequate supervision during both excavation and backfilling operations. Overhaul, if applicable, will be measured and paid for in terms of SANS 1200 DB."

PSD 8.3.10 Topsoiling

CHANGE THE UNIT TO "m³" AND REPLACE THE CONTENTS OF THIS ITEM WITH THE FOLLOWING:

"The unit of measurement shall be the cubic metre and the quantity shall be calculated from the authorised dimensions.

The tendered rate shall include loading of the topsoil from stockpiles, transporting it for the free-haul distance, and off-loading, spreading, shaping and lightly compacting the topsoil."

PSD 8.3.12 Road traffic signs and markings

REPLACE THE WORD "Separate" IN THE FIRST SENTENCE OF ITEM 8.3.12 WITH THE FOLLOWING:

"Where the Employer's Agent requires the provision of road traffic signs and/or road markings and/or any other measures additional to those to be provided by the Contractor in accordance with subclause 5.1.6, separate ...".

ADD THE FOLLOWING ITEMS IN SUBCLAUSE 8.3:

PSD 8.3.14 Extra over items PSD 8.3.2.(a)(1) and PSD 8.3.3 for temporary stockpilingUnit: m³

The unit of measurement shall be the cubic metre of material from necessary excavations, temporarily stockpiled by the Contractor on the instructions of the Employer's Agent, before being used in embankments or backfill. Measurements shall be taken in place in compacted embankment or backfill as the case may be.

The tendered rate shall include for the costs, additional to those provided for in PSD 8.3.2(a)(1) and PSD 8.3.3, of off-loading, forming and maintaining the stockpile for as long as is required, reloading and transporting within the applicable free-haul distance from the stockpile.

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Payments to the Contractor under this item will only be made in respect of that material stockpiled on the instructions of the Employer's Agent (which instruction shall state specifically that payments for such stockpiling will be paid for under this item) and no payments will be made to the Contractor under this item in respect of materials stockpiled by the Contractor on his own volition, nor for materials necessarily stockpiled by the Contractor in consequence of the sequence of operations adopted by him in the course of executing the works, whether such stockpiling was avoidable or otherwise."

**PSD 8.3.15 Extra over items PSD 8.3.2(b) and PSD 8.3.3 for disposing of
spoil material on a site provided by the Contractor**

Unit: m³

The unit of measurement shall be the cubic metre measured in accordance with subclause 8.2 of SANS 1200 D of surplus and/or unsuitable material disposed of, on the instruction of the Employer's Agent, at a spoil site or spoil sites provided by the Contractor.

The tendered rate shall include full compensation for the additional cost of providing a spoil site or other means of disposing of surplus spoil material, for transporting the material regardless of the distance involved, for acceptance charges for such material and for all other incidental costs to dispose of the spoil material."

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PSDA : EARTHWORKS (SMALL WORKS)
(Applicable to SANS 1200 DA - 1988 as amended 1990)

PSDA 2 INTERPRETATIONS

PSDA 2.3 Definitions

Delete the sentence headed "Restricted excavation" and substitute:

Restricted excavation - An excavation so restricted in area or width as to preclude removal of material by excavating machinery used for bulk excavation measured in terms of Sub-Clause 8.3.1(b). Restricted excavation may be carried out by smaller machinery or by hand, as selected by the Contractor. The extent of restricted excavation shall be as scheduled and/or shown on the drawings; all other excavation shall be regarded as bulk excavation.

PSDA 3 MATERIALS

PSDA 3.2.1 Embankments & Backfill

In third line delete "150 mm" and substitute "100 mm".

Embankment material shall be compacted to 90% modified AASHTO density.

PSDA 3.3 Material Suitable for Replacing Overbreak in Excavations for Foundations

Add new Sub-Clauses :

- (i) Where, in excavations for foundations, the replacement of over break is required, Grade 10/40 concrete is to be used to fill all voids and to bring the excavated surface up to the correct level. No additional payment will be made for the cost of the additional excavation or for the cost of the mass concrete filling.

PSDA 3.4 Backfilling and Embankments

Add new Sub-Clause:

Sufficient material arising from excavations for structures, foundations, footings and the like and which is suitable for forming embankments and backfilling against finished structures shall be temporarily stockpiled in the vicinity of the structures. All other material from the excavations shall be disposed of as directed by the Employer's Agent.

PSDA 4 PLANT

PSDA 4.3 Compaction Plant

Add new Sub-Clause:

The plant used for applying the dynamic load, controlling the moisture content and grading or mixing shall be capable of achieving the compaction specified using the materials available for the construction of the Works.

PSDA 5 CONSTRUCTION

PSDA 5.1.1.1 Barricading and Lighting

Delete the Sub-Clause and substitute:

Without limiting any obligation which the Contractor may have in terms of any Act, Ordinance or other legislation, the Contractor shall ensure that all excavations which are accessible to the public or which is adjacent to a public road or thoroughfare, or by which the safety of persons may be endangered are protected as set out in clause 13 of the General Safety Regulations of the Occupational Health and Safety Act, 1993 and that watchmen are employed to ensure that barricades, barriers and lights are effective at all times.

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Trench excavations shall be protected by means of at least two horizontal double sided 'red/white' chevron tapes approved by the Employer's Agent. The tapes shall be stretched tightly between supports

along both sides and ends of the excavation at levels approximately 0,45 m and 1,25 m above the ground. The supports shall consist of poles or iron standards securely planted in solid ground at not more than 10 m centres so as to enclose the spoil and the excavations.

Bridges for vehicles and/or pedestrians shall be provided along the route of the work as and where may be considered necessary by the Employer's Agent. They shall consist of a number of suitably sized steel plates laid across open excavated trenches. They shall be protected on each side by a stout two rail timber fence, at least 1 m high, consisting of 150 mm x 75 mm timber verticals set firmly into the ground, with 75 mm x 50 mm rails securely fastened to them. At least 4 lamps or reflective markers must be provided at each crossing.

Where construction is in, or across, public roads the barricades or barriers and temporary road signs shall be erected. All such signs and positioning thereof shall comply with the requirements set out in Road Note 13 read in conjunction with the SA Road Traffic Signs Manual.

PSDA 5.1.1.2 Safeguarding of Excavations

In sub clause a) delete the words "Machinery and Occupational Safety Act" in the third and fourth lines and substitute "regulations to the Occupational Health and Safety Act, 1993."

PSDA 5.1.1.3 Explosives

Delete the last sentence and substitute:

The Contractor shall make good at his own expense any additional excavation necessitated by the shattering of rock in excess of an overbreak allowance of 200 mm as measured beyond the required outline of the structure and at right angles to it.

PSDA 5.1.3 Existing Services

Add to the Sub-Clause :

All existing services on the Site may not be shown on the Drawings or be visible on the Site. The Employer's Agent may order excavation by hand in order to search for and expose services.

Where a service is damaged because of the Contractor's negligence, he shall be liable for the costs involved in the repair of the service and any other costs consequent upon the interruption of the damaged service.

PSDA 5.1. Stormwater and Groundwater

Delete the third sentence and substitute :

Except where the use of tremies has been approved, foundation excavations for structures shall be kept free of water at all times until they have been inspected and approved and the concrete substructures, together with their related superstructures, have been completed.

PSDA 5.1. Excessive Pollution

Add the words "noise and", before the word "dust" in the first line.

PSDA 5.2.1 Site Preparation

Delete the last sentence and substitute :

"Material so removed shall be disposed of by the Contractor to Sites designated by the Employer's Agent".

PSDA 5.2.2 Excavation

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Delete paragraph (f) of the Sub-Clause and substitute :

- (f) Borrow pits where and when ordered shall be so maintained that they do not become a danger to persons and livestock. Topsoil and overburden shall be stockpiled temporarily and, on completion of the work, returned to and spread over the area of the borrow pit in such a manner that the sides are graded 1:2 and the floor is self draining, or otherwise as directed.

Any access constructed by the Contractor shall be scarified and the area reinstated.

Add to the Sub-clause :

- (h) Where outside shuttering is ordered by the Employer's Agent, the excavations shall be carried out for an extra width of not more than 600 mm all around the structure, measured from the base of the face to be shuttered, to allow for the shuttering to be fixed, this extra excavation and refilling where necessary is to be measured and paid for under quantities allowed for this purpose in the Schedule. Outside shuttering shall be used for the construction of all major structures unless ordered otherwise by the Employer's Agent.
- (i) Where permanent concrete is to be placed against an excavated face, the excavation shall be trimmed to ensure that there is no projection greater than 20 mm protruding into the excavation profile.
- (j) The Contractor shall not spoil, waste or stockpile excavated material without approval.

PSDA 5.2.3.1 Embankments

In the thirteenth line delete "600 mm" and substitute "300 mm".

In the sixteenth line delete "300 mm" and substitute "150 mm".

Delete the nineteenth line and substitute the following :

Each layer shall be compacted to achieve 90% modified AASHTO density except where indicated otherwise on the Drawings.

PSDA 5.2.3.2 Restricted Backfill and Compaction at Structures

Delete the eighth and ninth lines and substitute :

not exceeding 250 mm and compacted by means of mechanical tampers to achieve a 90% modified AASHTO density except where indicated otherwise on the Drawings.

PSDA 5.2.5.2 Topsoiling

Delete the wording of Sub-Clause 5.2.5.2 and replace with the following:

Where scheduled, topsoil shall be placed on all surfaces and on embankments and shall be lightly compacted by wheeled vehicles or by tamping, and trimmed neatly to the required lines, grades and levels. The final thickness of topsoil after compaction shall be at least 100 mm. Prior to topsoiling, the surfaces to be topsoiled shall be prepared by pulling horizontal ruts into the soil with the tines of a front-end loader or other suitable method to retard erosion of the topsoil.

PSDA 5.2.5.3 Grass and other vegetation

Add to the Sub-Clause :

The surface of topsoiled embankments, terraces and other designated areas are to be planted with fine sturdy approved grass, other than Kikuyu, the tufts being spaced at 150 mm centres maximum. The grassed areas are to be fertilised and watered until the area is fully covered with grass in accordance with the Particular Specification for Grassing.

PSDA 5.2.6.1 Freehaul

Delete the wording of Sub-Clause 5.2.6.1 and replace with the following:

All haul will be regarded as freehaul. No overhaul will be paid under this Contract.

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PSDA 5.2.6.2 Overhaul

Delete the Sub-Clause.

PSDA 6 TOLERANCES**PSDA 6.1 Degree of Accuracy**

Delete the Sub-clause and substitute:

The work shall, subject to Sub-Clause 6.2, be finished off within the limits of Degree of Accuracy II as set out in Sub-Clause 6.1 of SANS 1200 D.

PSDA 6.2 Permissible Deviations

Add the following permissible deviations for work to Degree of Accuracy II:

6.2(a) 1		± 300 mm
2		± 100 mm
3		± 50 mm
4	From direction of slope	Nil
	Between 1/100 and 1/300	10%
	1/400 and flatter	5%
6.2(b) 1		± 35 mm
2		± 50 mm
3		± 50 mm
4		± 15 mm
6.2(c)1	Read "-2% +1%" in place of "± 2%"	

PSDA 6.3 Excavation by Mechanical Means

Add new Sub-Clause :

Where bulk excavation is carried out by earthmoving equipment, such excavation will only be allowed to within a level of 300 mm, or less as ordered by the Employer's Agent, above the general level to which the ground has to be reduced, the balance of the bulk excavation being carried out by hand or by other means approved by the Employer's Agent.

PSDA 7 TESTING**PSDA 7.2 Determination of Compaction**

Add to the Sub-Clause :

Determination of the standard of compaction achieved shall be carried out in accordance with Standard methods of testing road construction materials published by the Department of Transport Division of National Roads, Publication TMH.1.

PSDA 8 MEASUREMENT AND PAYMENT**PSDA 8.1.1 Basic Principles**

Delete the third line of the first sentence and substitute:

"material in backfilling, forming embankments, etc., including any necessary additional offloading, stock-piling and reloading and the cost of disposal of any"

In the seventh line delete "Drawing DA-2" and substitute "Fig DA-2".

Add to the Sub-Clause :

Unavoidable over-excavation for structures located in boulder formation will be measured and paid for up to a maximum of 600 mm in Class A boulder formation and 300 mm in the case of Class B boulder formation, as applicable, as measured beyond the required outline of the structure and at right angles to it.

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PSDA 8.1.2 Basic Principles

Delete the first line and substitute :

"Excavations which are required to be backfilled, or partially backfilled, will be measured as if taken out"

Delete the fifth and sixth lines and substitute :

"other such structures, the volume will be measured from the finished outline of the concrete, or the blinding to the concrete (as the case may be), as shown on the Drawings".

PSDA 8.1.3 Basic Principles

Delete the third line and substitute :

"will be measured as part of the bulk excavation or restricted excavation, as applicable.

PSDA 8.3.1(a) Excavation

Add to the Sub-Clause :

Where removal to greater depths is ordered, the area measured for payment will, unless otherwise scheduled, be increased pro rata to the average increase in depth

PSDA 8.3.2(b) Restricted Excavation

Add to the Sub-Clause :

(3) boulder excavation Class A Unit : m³

(4) boulder excavation Class B Unit : m³

Delete the last two lines and substitute :

(a) above for any portion of the excavated material that is classified as intermediate, hard rock, boulder Class A or boulder Class B as applicable.

PSDA 8.3.4 Importation of Materials

Delete the last five lines and substitute :

PSDA 8.3.4.2 For backfilling around structures

The rate shall cover the cost of royalties (if any) and acquiring suitable material, loading, transporting within freehaul distance, unloading, spreading in layers not exceeding 150 mm thick, watering, compacting to 90% Mod AASHTO density and trimming upper surfaces to the required outline all in accordance with the Specifications.

PSDA 8.3.9 Additional Compaction

Add the following new Sub-Clause:

Where so scheduled additional compaction over that required to achieve 90% Mod AASHTO density in order to achieve the scheduled higher density shall be paid for by the volume so compacted.....Unit: m³

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PSDB: EARTHWORKS (PIPE TRENCHES)
(Applicable to SANS 1200 DB - 1989)

PSDB 3 MATERIALS

PSDB 3.1 Classes of Excavation

Add to the Sub-Clause:

"Notwithstanding the provisions of Subclause 3.1, the materials excavated other than hard rock shall not be classified for purposes of measurement and payment. The unit rate for excavation shall cover excavation in all materials other than hard rock and where scheduled separately boulders classes A and B (as specified in SANS 1200 DA subclauses 3.1.2(d) and 3.1.2(e))."

PSDB 3.3 Selected Granular Material
(for bedding material (padding) for steel pipes see PSLB 3.3)

Delete the Sub-Clause and substitute the following:

Selected granular material shall be material of a granular, non-cohesive nature that is singularly graded between 0,6 mm and 10 mm, is free-draining and has a compactibility factor (as determined by the test given in Section LB of Part 3 of SANS 0120) not exceeding 0,4.

PSDB 3.4 Selected Fill Material
(for bedding material (padding) for steel pipes see PSLB 3.3)

Delete the Sub-Clause and substitute the following :

Selected fill material shall be a sandy clay material having a PI not exceeding 6 and that is free from vegetation and from non-crushable lumps and stones of diameter exceeding 20 mm.

PSDB 3.5(a) Backfill Material

In the third line delete "150 mm" and substitute "100 mm".

PSDB 3.5(b) Backfill Material

In the second line delete "PI not exceeding 12" and substitute "PI not exceeding 6".

PSDB 3.5(c) Cement Stabilised Backfill

Add the following new Sub-Clause :

Where scheduled, or directed by the Employer's Agent, backfill shall be stabilised with 5% cement by mass. The backfill material shall have a plasticity index not exceeding 10 and all material must pass through a sieve of aperture size not exceeding that specified in SANS 1200 LB, Sub-Clause 3.2, as amended.

The dry materials shall first be mixed in a concrete mixer whereafter sufficient water is to be added to produce the stiffest consistency available for placing with vibrators.

PSDB 3.6 Materials for Reinstatement of Roads and Paved Areas

Delete the Sub-Clause and substitute :

Material used in the reinstatement of roadways shall fall into the following relevant categories :

- (a) Foundation material recovered from the excavation of trenches across existing roadways which, if so instructed by the Employer's Agent, shall be set aside and re-used as sub-base material.
- (b) New material which shall conform to the requirements of:
 - (i) Clause 3.2.1 of SANS 1200 ME for the Subbase

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- (ii) Clauses 3.2 and 3.3 of SANS 1200 MF for the Basecourse
- (iii) Clause 3.2.2 of SANS 1200 ME for the Gravel Wearing Course

PSDB 3.7 Selection

Delete the second sentence and substitute the following :

The Contractor is not required to use selective methods of excavating but shall, if so instructed by the Employer's Agent, screen or otherwise treat excavated material in order to produce material suitable for the bedding cradle or the bedding blanket.

PSDB 4 PLANT**PSDB 4.1 Excavation Equipment**

In the first line delete "The Contractor" and substitute : "In sections deemed to be excavated by mechanical means, the Contractor"

Add to the Sub-Clause :

Should any portion of a pipe trench exceed the specified depth, the Contractor will be held responsible for any additional costs which may arise as a result of such over-excavation. Concrete filling or imported compacted fill may be ordered by the Employer's Agent to be placed below the bottom of the trench.

PSDB 5 CONSTRUCTION**PSDB 5.1.2.3 Sloping Ground**

Delete the Sub-Clause and substitute :

The Contractor shall be responsible throughout the duration of the Contract, inclusive of the Defects Liability Period, for the provision of all soil erosion preventative measures necessary to protect the trenches, pipeline(s) and land utilised by the Contractor during the Contract from any adverse effects of soil erosion, settlement, scour, etc., resulting from the construction of the Works.

Cross embankments, generally extending across the full width of the working strip, consisting of low earth mounds shaped to rounded form and so oriented as to have a fall of 1% along their length, shall be constructed with compacted material having a minimum density of 90% modified AASHTO density and minimum dimensions and maximum spacings dependent on the slope of the ground along the length of the pipeline, as indicated in the following table :

Slope of Ground	Minimum Height	Minimum Base Width	Maximum Spacing
0% - 2%	No cross-embankments required		
2% - 5%	300 mm	1,2 m	55 m
5% - 10%	300 mm	1,2 m	40 m
10% - 15%	375 mm	1,5 m	30 m
Greater than 15%	450 mm	1,7 m	20 m

The height of the cross-embankments for a distance of 1 metre on either side of the trench centreline shall be raised 150 mm above the remainder of the cross-embankment to allow for settlement. In order to form a satisfactory drainage channel upstream of each cross-embankment (at a slope of 1%) the crown over the backfilled trench shall be removed for a distance of 0,5 m upstream of the cross-embankment.

Cross-embankments shall be constructed to the same minimum standards and dimensions indicated above wherever artificial slopes have been formed on the working strip or other areas used during

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construction and, with the approval of the Employer's Agent, are permitted to be so left.

Payment will be made for the construction of cross-embankments in accordance with Sub-Clause 8.3.4(c), provided construction thereof has been either ordered or approved by the Employer's Agent prior to the commencement of such construction.

PSDB 5.1.2.4 Cross-Walls in Trenches (New Sub-Clause)

Where ordered by the Employer's Agent, the Contractor shall place sacks of earth as sack breakers or cross walls around and above the pipe up to ground level, prior to backfilling, as a soil erosion measure. Such sacks shall be filled with selected material free of stones in excess of 50 mm maximum dimension. One sack breaker shall consist of these sacks packed tightly against the trench bottom, pipe and actual trench sides, and against each other to form a solid cross wall at least 0,5 m thick from the bottom of the trench to the surface.

An Item may be included in the Bill of Quantities to cover the cost of the supply, installation maintenance of sack breakers, if required.

PSDB-5.1. Trench Excavations

Add new Sub-Clause :

The precautions for excavations as specified in Clause 5.1.1 of Section 1200 D, 1200 DA, and the relevant clauses in PSD and PSDA, shall also apply to all trench excavations.

PSDB 5.2 Minimum Base Widths

Add to the Sub-Clause :

Trench sides shall be as near vertical as possible in order to minimise the quantity of backfill material required and to avoid possible difficulties where pipelines have to be installed parallel to existing services, fences, hedges, etc and to minimise the loading on the pipe.

The base width for trenches for cables, ducts and unbedded flexible continuous piping, of external diameter less than 125 mm laid at a depth not exceeding 1,5 m, shall be equal to the external diameter of the cable, duct or pipe, plus a side allowance of 200 mm on either side.

PSDB 5.4 Excavation

Add to the Sub-Clause :

Where the pipe trench crosses surfaced roads the Contractor shall neatly cut two parallel grooves into and through the "black top" before excavating between the grooves. The grooves are to be set back at least 200 mm from the edge of the excavation face to prevent ravelling of the cut edge. The cost of this operation, where not scheduled separately, will be held to be covered in the general rates for excavation.

PSDB 5.5 Trench Bottom

Add to the Sub-Clause :

In waterlogged conditions and/or where so instructed by the Employer's Agent a 150 mm thick layer (See PSLB 5.2.5) of imported single sized stone (19 mm size unless otherwise instructed by the Employer's Agent) with a geofabric filter surround (Kaymat Grade U24 or similar approved) shall be constructed under the bedding layer specified for the pipes.

PSDB 5.5.1 Jointing Holes (New Sub-Clause)

Jointing holes shall be cut of sufficient length and depth to allow for the proper making or bolting of pipe joints and to ensure that joint collars or sleeves do not rest on the trench bottoms. After the pipework has been inspected, tested and approved by the Employer's Agent, the jointing holes shall be refilled with selected soft material free from stone (padding materials as specified under PSLB in the case of coated steel pipes) and then rammed to provide a continuous uniform support for the pipework. No specific payment will be made for forming and refilling holes, the cost of which is deemed to be included in the tendered rates.

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PSDB 5.6.1 Backfilling - General

Add to the Sub-Clause:

Notwithstanding the requirements of Sub-Clauses 5.6.1 and 5.6.6, no pipe joint or pipe fitting shall be covered by either blanket or backfill material prior to the successful completion of the visual inspection and pressure testing of the relevant section of the pipeline.

All backfilling shall be carried out by hand and the Contractor must price his tender accordingly. No mechanical plant shall be used in backfilling without prior written consent of the Employer's Agent.

PSDB 5.6.2 Material for Backfilling

Delete fourth, fifth and sixth lines and substitute the following :

Hard rock material shall not be used for, or incorporated into, the backfill above the bedding layers without the Employer's Agent's approval.

PSDB 5.6.3 Disposal of Soft Excavation Material

Add to the Sub-Clause :

Surplus material or unsuitable material shall be disposed of off site by the Contractor.

PSDB 5.6.4 Disposal of Intermediate and Hard Rock Material

Add to the Sub-Clause :

Surplus intermediate and hard rock material from trench excavations shall be disposed of off site by the Contractor.

PSDB 5.6.8 Transport for Earthworks for Trenches

Delete the Sub-Clause and substitute :

The requirements of Sub-Clause 5.2.6 of SANS 1200 DA as amended and as applicable shall apply.

PSDB 5.7. Areas subject to Traffic Loads

Add to the Sub-Clause :

for an extent of 2 m on either side of the carriage-way at each crossing.

PSDB 5.9.4 Bitumen Roads, Sub-Base and Base

Each Tenderer shall include in his tender allowances to cover the costs of reinstating all surfaces and inclusive of all layers to their conditions pertaining before the commencement of construction.

Items may have been included in the Bill of Quantities to cover the reinstatement of certain surfaces (grassed lawns, concrete and/or asphalted/gravel driveways and/or roads) and for payment purposes, the area of those specific surfaces shall be calculated from the product of the length of the trench and the specified trench width plus 400 mm (refer PSDB 5.4).

PSDB 8 MEASUREMENT AND PAYMENT**PSDB 8.1. Basic Principles**

Delete Sub-Clause and substitute :

Except that the volume will be computed as specified in 8.2.3, the requirements of Sub-Clause 5.2.6.1 (Freehaul) of SANS 1200 DA as amended and as relevant, shall apply to freehaul.

PSDB 8.3.2 Excavation

Add the following sub-items to Sub-Clause 8.3.2.b) :

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- "(3) Hand excavation and backfill where ordered
by the Employer's Agent Unit : m³
- (4) Backfill stabilised with 5% cement where directed by the Employer's Agent Unit : m³
- (5) Boulder excavation Class A Unit : m³
- (6) Boulder excavation Class B Unit : m³

The tendered rates for (4) above shall include full compensation for selecting, mixing, backfilling and compacting of the stabilised material to 90% of modified AASHTO density.

Measurement of Extra Over for (5) and (6) above will not apply to any length of trench in soft material more than 2 m long. Surplus boulder material from trench excavation shall where applicable, be disposed of to the designated spoil areas situated within the freehaul distance from the source of such material except where shown otherwise on the drawings.

PSDB 8.3.3.1 Deficiency in Backfill Materials

Payment for imported, graded stone laid under pipelines in accordance with PSDB 5.5 shall be paid for under either Sub-Clause 8.3.3.1(a) or (b) or (c) as scheduled.

PSDB 8.3.3.4 Overhaul

Delete the Sub-clause and substitute :

All haul will be regarded as free haul.

PSDB 8.3.4(c) Cross Embankments

Add new Sub-Clause

Payment for cross embankments will be paid for by volume of embankment constructed in accordance with the specification..... Unit : m³

PSDB 8.3.5 Existing Services that Intersect or Adjoin a Pipe Trench

Add to the end of the Sub-Clause :

(v) all work involved in locating the service by hand excavation

(vi) notifying and attending upon the proprietor of the service

(vii) supporting and protecting the service while the pipeline is installed, inspected, tested and backfilled.

PSDB 8.3.6.2 Grassing (new sub-clause)

Grassing Unit : m²

Approved grass shall be planted after topsoiling has been completed, with tufts being spread at not more than 150 mm centres. The planted area shall be neatly trimmed, fertilised and watered. The Contractor shall ensure that the planted areas are not permitted to dry out. Any grass that fails to grow shall be replaced by the Contractor, at his expense, with fresh grass, until satisfactory cover is obtained. The rate shall cover the supplying, planting and maintenance of grass, all in accordance with this specification.

PSDB 8.3.8 Hand Excavations to Prove Existing Services (new clause)

The Contractor will be required to prove existing services in the vicinity of the Works by careful hand excavation. These services include Telkom and electricity cables, sewers, stormwater drains and existing water mains, some of which are shown on the drawings, and others of which no reliable record exists.

Services must be successfully proved prior to work commencing in an area.

An item is provided in the Bill of Quantities for hand excavation to prove services and measurement will be based on the volume of material excavated.

PSDB 8.3.9 Sack Breakers (new sub-clause)

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Sack breakers shall be installed from the bottom of the
bedding to 300 mm below finished ground level Unit : No

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PSDK : GABIONS AND PITCHING
(Applicable to SANS 1200 DK - 1984)

PSDK 3 MATERIALS

PSDK 3.1.1.1 Quality

Add to the *Sub-Clause* :

The stone shall be subjected to the weathering test.

The stone shall be subjected to the durability test.

PSDK 3.1.2.2 PVC Coating

Add to the Sub-Clause :

The wire used for the fabrication of wire mesh cages and for lacing and bracing operations shall be plain zinc-coated mild steel wire as specified in Sub-Clause 3.1.2.1. No PVC coating will be required.

PSDK 3.1.3 Wire Mesh, Lacing and Bracing Wire

Add to the Sub-Clause :

Wire netting for gabion and mattress cages shall be hexagonal steel wire mesh strengthened by selvages of heavier wire and by mesh diaphragms which divide the cages into 1 m compartments.

Nominal 80 mm mesh shall be used for gabion cages, with 2,4 mm dia. steel wires, galvanised and PVC-coated.

Nominal 60 mm mesh shall be used for mattress cages, with 2,0 mm dia. steel wires, galvanised and PVC-coated.

Selvage wire shall be galvanised and PVC-coated and the diameter shall be in accordance with Table 3 of SANS 1200 DK.

PSDK 3.1.4 Geotextile

Add to the Sub-Clause :

Geotextile filter blanket shall consist of "non-woven" spun-bound polyester fabric having a mass of 210 g/m², permeability of 0,003 m/s and multi-direction tensile strength of 16 000 N/m.

PSDK 3.2.1.2 Size

Add to the Sub-Clause :

The type of pitching shall be +Extra Heavy/+Heavy /+Medium/+Light

PSDK 3.2.3 Wire netting

Wire netting for gabion and mattress cages shall be hexagonal steel wire mesh strengthened by selvages of heavier wire and by mesh diaphragms which divide the cases into 1 m compartments.

Nominal 80 mm mesh shall be used for gabion cages with 2,4 mm diameter galvanised steel wires.

Nominal 60 mm mesh shall be used for mattress cages with 2,0 mm diameter galvanised steel wires.

Selvage wire shall be galvanised and the diameter shall be in accordance with Table 3 of SANS 1200 DK.

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PSDK 5 CONSTRUCTION**PSDK 5.1.3 Type of cage**

Add to the Sub-Clause :

The size of cages for gabions shall be a maximum of 3000 x 1000 x 1000 mm and shall be divided into cells having a volume not greater than one cubic metre. The size of cages for mattresses shall be a maximum of 2000 x 1000 x 300 mm and shall be divided into cells having a volume not greater than 0,3 m³.

PSDK 5.1.6 Diaphragms

Add to the Sub-Clause :

Each diaphragm shall be connected in the same manner to the sides and top panels in addition to the bottom panel.

PSDK 5.2.3 Assembly

Add to the Sub-Clause :

All gabion and mattress cages shall be connected to adjacent gabion and/or mattress cages by lacing the adjacent selvages together with 2,0 mm dia. galvanised and PVC coated steel wire. The lacing shall be in accordance with Sub-Clause 5.1.7.

PSDK 5.2.4 Rockfilling

Particular care shall be taken in the filling gabions and mattresses so as to ensure that the voids in the rockfill are reduced to the minimum which can be reasonably achieved. In order to minimise the voids in the rockfilling, the filling shall proceed in layers not exceeding 300 mm deep and each layer shall be rodded and barred so as to compact the rockfill before filling of the next layer commences. Where appropriate, hand packing of selected rock particles shall be carried out.

PSDK 5.2.4.2 Mattresses used in revetments and aprons

Add to the Sub-clause :

Where gabions and mattresses are placed in exposed positions the rock particles forming the exposed faces shall be specially selected so as to present a fair and even surface.

PSDK 5.3.4 Wired Pitching

Add to the Sub-Clause :

The areas in which wired or grouted wire pitching is to be used will be indicated on site by the Employer's Agent.

PSDK 8 MEASUREMENT AND PAYMENT**PSDK 8.2.3 Extra Over 8.2.2 for Packing Selected Stone for Exposed Face**

Add to the Sub-Clause :

The method of selecting and packing stone for exposed faces as scheduled shall be as specified in Sub-clause 5.2.7 - Special Finish.

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PSGA : CONCRETE (SMALL WORKS)*(As applicable to SANS 1200 GA - 1982)***PSGA 2 DEFINITIONS****PSGA 2.3(a) General**

Add to the Sub-Clause :

Adverse weather : Cold weather or weather in which :

- (a) the ambient temperature is above 25°C, or
- (b) the relative humidity is low, or
- (c) the wind velocity is high

or weather in which any combination of these three conditions occurs, and which tend to impair the quality of fresh or hardened concrete or otherwise causes the concrete to have abnormal properties.

PSGA 2.3(b) Quality

Add to the Sub-Clause :

Consistency : The extent, as measured by the slump test, to which fresh concrete resists flow or deformation.

PSGA 2.3(d) Exposure Conditions

Add new Sub-Clause :

Mild Conditions : Conditions under which the concrete is protected from the weather and exposed only to air.

Moderate Conditions : Conditions under which the concrete is :

- (a) sheltered from severe rain and is not subject to freezing when wet, or
- (b) buried in non-aggressive soil, or
- (c) continuously under fresh water.

Severe Conditions : Conditions under which the concrete is exposed or subjected to any of the following:

- (a) driving rain
- (b) alternate wetting and drying out
- (c) freezing when wet
- (d) fresh water (at the water-line)
- (e) splashing or spraying with fresh water
- (f) corrosive fumes or heavy condensation of water
- (g) aggressive soil
- (h) salt-laden air

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PSGA 3 MATERIALS**PSGA 3.2.1 Cement**

Add to the Sub-Clause :

Unless agreed to otherwise by the Employer's Agent, the cement used on the works shall be Ordinary Portland Cement.

PSGA 3.4.5 Sand

Add new Sub-Clause :

Sand from a source selected by the Contractor and approved by the Employer's Agent after testing will be used under this Contract.

PSGA 5 CONSTRUCTION**PSGA 5.1.2 Fixing**

Add to the Sub-Clause:

Welding reinforcement as a means of securing it against displacement will not be permitted.

PSGA 5.1.3 Cover

Add "(with a tolerance of +10 mm -0)", between "30 mm", and "unless" in the second line of the Sub-Clause.

In second line read "40 mm" for "30 mm"

PSGA 5.2.1 Classification of Finishes

Delete the eighth and ninth lines of the Sub-Clause.

PSGA 5.2.1(a) Classification of Finishes

Add to the Sub-Clause:

The finish of the concrete is to be within the tolerances of Degree of Accuracy III as set out in Sub-Clause 6.4.

PSGA 5.2.1(b) Classification of Finishes

Add to the Sub-Clause :

The finish of the concrete is to be within the tolerances of Degree of Accuracy II as set out in Sub-Clause 6.4.

PSGA 5.2.5 Fixing Blocks for Reinforcing and Fixtures in Concrete

Fixing blocks for the attachment of fixtures may be embedded in concrete provided that the strength and other desirable features such as appearance of the member are not, in the opinion of the Employer's Agent, impaired thereby.

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PSGA 5.4.1.2 Consistency

Delete the third line and substitute the following :

Employer's Agent in respect of prescribed mix and/or strength concrete.

PSGA 5.4.1.4 Prescribed Mix Concrete

Delete the Sub-Clause and substitute the following :

The grades of prescribed mix concrete are designated Grades 20, 15 and 10 and are composed of cement, sand and stone, as specified hereinbefore, proportioned as follows:

<u>Grade</u>	<u>Size of Stone</u> (mm)	<u>Cement</u> (kg)	<u>Sand</u> (m³)	<u>Stone</u> (m³)
20/19	19	50	0,110	0,140
15/19	19	50	0,130	0,140
10/38	37,5	50	0,160	0,200

While the proportion of cement to the combined quantity of sand and stone must remain constant for each grade of concrete, as set out above, the relative proportions of sand and stone are to be adjusted, if required by the Employer's Agent, so as to obtain the most suitable consistency of concrete, due allowance being made for the bulking of sand due to moisture.

The addition of water shall be regulated by the use of properly calibrated containers, only sufficient water being added as will, in the opinion of the Employer's Agent, afford a workable mix.

The fine and coarse aggregates approved for use in strength concrete Grades 30 and 25 are to be used for prescribed concrete mixes Grades 20 and 15.

PSGA 5.4.1.5 Strength Concrete

Delete the Sub-Clause and substitute the following:

There shall be two grades of strength concrete used on the Works designated grades 25/19 and 30/19, composed of cement, sand and stone, as specified hereinbefore proportioned as follows:

<u>Grade</u>	<u>Size of Stone</u> (mm)	<u>Cement</u> (kg)	<u>Sand</u> (m³)	<u>Stone</u> (m³)
30/19	19	50	0.080	0.110
25/19	19	50	0.093	0.125

The concrete mix for the abovementioned grades of strength concrete is to be designed by an approved laboratory. At least four weeks before placing any concrete on the Works, the Contractor shall supply and deliver to the approved laboratory, at his own cost, samples of the aggregates he proposes to use in the concrete mix. While the proportion of cement to the combined quantity of sand and stone will remain constant for each grade of concrete, as set out above, the relative proportions of sand and stone may be adjusted to achieve the required strength. The laboratory will be bound by the requirements of this Specification which are to guide the Tenderers in pricing the grade of strength concrete. The Contractor is to allow in his rate for strength concrete an amount to cover the fees and charges levied by the approved laboratory in designing the strength concrete mix.

PSGA 5.4.1.6 Ready-mixed concrete

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Delete the Sub-Clause and substitute the following :

Concrete produced at a central concrete production facility other than at the site of the Works shall only be accepted for use in the Works with the prior and express approval of the Employer's Agent. When such approval has been given the Employer's Agent shall then decide whether or not to accept the test results obtained by the facility concerned.

PSGA 5.4.5.5 Adverse weather conditions (See PSGA 2.3.d)

Add New Sub-Clause :

Under adverse cold weather conditions, effective measures shall be taken to ensure that the temperature of the concrete, from the time of placing until it has hardened (i.e. about 24 h), is maintained at not less than 5°C. If the atmospheric temperature in the vicinity of the concrete is below 2°C or is expected to fall below 2°C during the curing period (see Sub-Clause 5.4.7), water shall not be used for curing. All surfaces shall be protected from ice or frost damage.

When the ambient temperature is above 32°C, the temperature of the concrete when deposited shall not be allowed to exceed 32°C. Under adverse hot weather conditions, the Contractor shall take all reasonable steps to reduce to a minimum the placing temperature of the concrete. Stockpiles of aggregates and all metal surfaces in contact with aggregates and concrete shall be shielded from the direct rays of the sun or cooled by being sprayed with water, and windbreaks shall be erected, if necessary, to prevent the initial rapid drying-out of concrete which would otherwise occur before normal curing procedures can be undertaken.

Concrete shall not be placed during periods of heavy or prolonged rainfall.

PSGA 5.4.8.2 Concrete Surfaces

Concrete surfaces shall be finished as indicated in the Schedule.

PSGA 6 TOLERANCES

PSGA 6.1.1 General

Read "Degree of Accuracy II" for "Degree of Accuracy III" in the third line.

Add to the Sub-Clause :

The Permissible Deviations for the following elements of the Works shall be to Degree of Accuracy III :

Concrete work which is not exposed after completion of the Works.

PSGA 8 MEASUREMENT AND PAYMENT

PSGA 8.1.1.4 Formwork

Add to the first line between the words "concrete" and "and" the following:

"including forming fillets or splays up to 20 x 20 mm"

PSGA 8.4.1 Prescribed Mix Concrete

Delete from the Sub-Clause all but the first sentence.

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PSL: MEDIUM-PRESSURE PIPELINES
(Applicable to SANS 1200 L - 1983)

PSL 2 INTERPRETATIONS

PSL 2.3 Definition

(c) The pipes to be supplied and laid under this Contract shall be defined as being flexible pipes for bedding purposes.

PSL 2.4 Abbreviations

mPVC : Modified poly vinyl chloride
HDPE : High density polyethylene

PSL 3 MATERIALS

PSL 3.1 General

Add to the Sub-Clause:

The types of pipe materials called for under this Contract are:

- Steel Pipes
- Cast Iron (CI)
- uPVC
- mPVC
- HDPE
- Appurtenant couplings, fittings, bends, valves and specials

PSL 3.4 Steel Pipes, Fittings and Specials

Delete the Sub-Clause and substitute:

PSL 3.4.1 General

Delete the Sub-Clause and substitute:

All steel pipes, fittings and specials shall be fabricated from API5L Grade X42 steel plate having a yield stress of at least 289 MPa and shall be to the dimensions and details shown on the drawings or described in the Bill of Quantities. All pipes shall be manufactured in accordance with SANS 719 (for pipes larger than 150 mm nominal diameter) and in accordance with SANS 62 (for pipes 150 mm nominal diameter and smaller).

Alternative proposals (other than those scheduled) for jointing, lining and coating may be offered but the Tenderer shall submit detailed specifications with his tender. A sample of the alternative type of jointing or corrosion protection system proposed by the Tenderer shall be submitted to the Employer's Agent's office within one week of the closing date of the tender.

The sides of taper pieces shall diverge at an angle of not more than 11° to each other. The Tenderer shall be responsible for the provision of strengthening webs, crotch plates, gussets etc as may be necessary to prevent excessive deflection or deformation of fittings and specials when subjected to hydraulic tests, and his rate for the work will be deemed to include for the design and provision of this reinforcing wherever necessary.

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The pipe manufacturer shall obtain and make available to the Employer's Agent a certificate or certificates from the steel manufacturer covering all steel used, showing by which process the steel was made and giving the chemical analysis of the steel and its physical properties. A record shall be kept of pipe serial numbers (see PSL 4.6) and the cast numbers of the steel used.

The pipe manufacturer shall supply written confirmation that all hand welding was carried out by coded welders.

PSL 3.4.2 Steel Pipes of NB up to 150 mm

In the second and third lines delete "medium class, shall be screwed", and add "heavy duty class".

Add to the Sub-Clause:

Test Certificates for the pipework are to be provided in terms of Sub-Clauses 3.7(a) and 3.7(b) where so called for by the Employer's Agent.

PSL 3.4.2.1 Grade of Pipe

All pipes supplied shall comply with SANS 62, as amended by this project specification.

PSL 3.4.2.2 Pipe Sizes and Lengths

The outside diameter wall thickness and end preparation for steel pipes to be supplied under this Contract are to be as follows:

Nominal Bore	Outside Diameter	Wall Thickness	Pipe Length	Minimum Working Pressure	End Preparation
(mm)	(mm)	(mm)	(m)	(KPa)	
25 mm (1")	33,8	2,8	6,0	1600	As Scheduled
50 mm (2")	60,3	3,2	6,0	1600	As Scheduled
100 mm (4")	114,3	3,3	6,0	2500	As Scheduled
150 mm (6")	165,1	4,2	6,1	3000	As Scheduled

The tolerance on specified lengths shall be 0 to + 50mm

PSL 3.4.2.3 Welds

Pipes shall be manufactured from steel strips or plates continuously welded along the seams and the height of the inner weld reinforcement shall not exceed 1 mm. In the case of pipes to be used with couplings, the external weld reinforcement shall be ground flush with the outer wall of the pipe over a suitable distance from end of the pipe. Pipes should preferably have a continuous helical seam but nevertheless longitudinal and circumferential seams would be acceptable for this Contract.

PSL 3.4.4 Fitting and Specials

Delete the Sub-Clause and substitute:

PSL 3.4.4.1 General

All fittings and specials shall be manufactured from straight pipe specified under the previous Clause; the pipe so used shall have satisfactorily passed the stipulated hydraulic pressure tests.

Fittings and specials shall be manufactured and tested in accordance with the specification for straight pipe and additionally with Section 4 of BS 534. The nominal dimensions of each fitting and special required are itemised in the Schedule of Quantities and 'exact length' tolerances shall be adhered to.

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Bends shall generally be of the gusseted type having dimensions as given by Table 4 of BS 534 except where specified to the contrary in the Schedule of Quantities or where the Tenderer can offer a price advantage for supplying even curvature bends.

PSL 3.4.4.3 Closure Pipes

Closure pipes which will be cut on site to the exact lengths required, shall have the diametrical tolerances specified for the pipe ends applied over the full length of the pipe. Closure pipes shall be supplied in standard lengths.

PSL 3.4.5 Welding Tests at Factory

Add new Sub-Clause :

PSL 3.4.5 Qualification Tests for Welding Procedure

The qualification tests for welding procedure shall be carried out generally in accordance with the requirements of the American Petroleum Institute API 1104: manufacture shall be established and the quality of the welds so produced shall be determined by carrying out ONE transverse tensile weld test and TWO guided cold bend tests on suitable coupon plates.

The tests are to be carried out either before manufacture of the pipes to be supplied under this contract is commenced or before the manufacture of the pipes to be supplied under this contract is commenced or before the manufacture of pipes in excess of a number previously agreed by the Employer's Agent is carried out.

The coupon plates shall be prepared either from plates of the same material as the pipe and welded in a similar manner to that to be used during production, or by cutting suitable specimens from a pipe selected at random by the Employer's Agent from the first production pipes. The coupon plate for the tensile weld test and those for the guided cold bend tests shall be prepared in accordance with the requirements of SANS 719.

The qualification tests shall be considered satisfactory if :

- (a) The weld has a joint efficiency greater than 95% of the minimum specified tensile strength of the parent metal and,
- (b) the bend test specimens are capable of being bent around a former with a diameter equal to six times the nominal thickness of the plate to an angle of 180 degrees without developing a crack, except at the arises of the specimen, of length or width greater than 3 mm.

Failure to pass the above qualification tests shall result in the rejection of any pipes welded with the procedure used and the preparation of a new qualification of procedure test.

Any changes in the electrode case type used or change of flux used shall require a qualification test before approval of the procedure is granted.

PSL 3.4.6 Radiographic Examination of Shop Welds

Add new Sub-Clause :

The Contractor shall include in his prices for the supply of pipes, fittings and specials, the cost of carrying out, under the supervision of the inspector appointed by the Employer, examination of shop welds on the following basis :

PSL 3.4.6.1 Pipes

- (a) FIVE percent random radiographic examination of all welds deposited by an approved automatic process.
- (b) TEN percent random radiographic examination of all welds deposited manually or semi-automatically, and repairs to welds done by an automatic process (should repairs exceed 25% of the tests the percentage of examination shall be increased to 20%).

PSL 3.4.6.1 Fittings and Specials

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- (a) ONE HUNDRED percent radiographic examination of all weld deposited manually or semi-automatically in specials and fittings which cannot be hydraulically tested.
- (c) TEN percent radiographic examination of all welds deposited manually or semi-automatically in specials and fittings which are to be tested hydraulically.

The Employer's Agent shall in all cases determine which welds are to be radiographed on the quantity basis specified above. All radiographs and records thereof made by the Contractor shall be made available to the Employer's Agent to enable him to determine whether the welds are acceptable or not and no lining or wrapping of pipes shall be permitted until the welds have been accepted by the Employer's Agent. To avoid unnecessary delay, at the option of the manufacturer, radiographs may be approved by the manufacturer's inspectors subject to them being subsequently approved by the Employer's Agent.

When a section of the weld is shown by radiography to be unacceptable and if the limits of the deficient weld are not defined by the radiograph, additional radiography shall be carried out at the Contractor's expense until the limits of the deficiency are determined.

Repairs shall be made to defective welds at the Contractor's expense. All repair welds shall be identified with a stamp marking, indicating which welder conducted the repair. Repaired welds shall be radiographed at the Contractor's expense but after any repair welder has had ten consecutive repairs approved, the extent of the radiography of the repairs conducted by the welder may be decreased by agreement between the Employer's Agent and the Contractor.

PSL 3.4.7 Production Testing of Welds

Add new Sub-Clause :

The Contractor shall also include in his prices for the supply of pipes, the cost of carrying out at the factory, non-destructive tests of shop production welds (additional to the qualification tests for welding procedure) on the following basis:-

one pipe from each one hundred pipes produced shall be selected at random and specimens for two guided cold bend tests and one transverse tensile test shall be cut therefrom and tested in accordance with SANS 719, Section 7.

In the case of the guided cold bend tests, where welding is carried from one side only, bend specimens shall be tested with the rest of the bend in tension; where welded from both sides the specimens shall be tested with the inner and outer welds in tension alternately.

Tensile tests shall be carried out as for the qualification tests.

The pipes from which successfully tested specimens have been taken shall be trimmed to the maximum possible length and shall be accepted by the Employer for payment purposes as full standard pipe lengths.

In the event of the welds of any pipe failing to reach the standard of acceptance, such pipe shall be rejected. Two further plate coupons shall be prepared from different pipes, selected at random by the Employer's Agent, for each specimen that has failed to reach the required standard. In the event of such additional tests proving to be satisfactory repairs to the pipe originally failing any test will be permitted by the Employer's Agent and such repairs and subsequent re-test shall be at the Contractor's expense. In the event of the additional tests also failing to reach the required standard, the Employer's Agent shall have the right to reject the entire batch of pipes from which the coupon plates were cut.

PSL 3.7 Other Types of Pipes

PSL 3.7.1 uPVC

UPVC pipes and fittings shall comply with SANS 996-1, be of the types and classes specified and be supplied with Z-Lok Joint System.

PSL 3.7.2 Polyethylene Pipes

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"HDPE and LDPE pipes shall be of the classes scheduled. Jointing of pipes shall be by means of welding, by bolting up welded-on flanges or by the use of approved external compression type fittings ('Plasson' or similar approved)."

PSL 3.8 Jointing Materials

PSL 3.8.2.1 Flexible Couplings

Delete the Sub-Clause and substitute the following :

Flexible couplings shall conform generally to Clause 15 of BS 534 for slip-on type couplings and shall be of approved manufacture. The couplings shall not be provided with a central register, except where scheduled to the contrary in the Schedule of Quantities. They shall be capable of being tightened and released without damaging or improperly distorting the rubber seating rings and shall be designed to prevent the rubber rings being blown out under pressure or sucked in under vacuum.

The steel used shall conform to the appropriate British Standard Specification and each coupling is to be capable of withstanding the test pressure applicable to the pipes with which they are to be used without exceeding a stress in the steel of 67% of the yield point.

Flexible couplings bolts and nuts shall be electro-galvanised or as specified in the schedule of quantities.

The plain end of the steel pipe shall be properly prepared, before corrosion protection, so as to accept the flexible coupling.

PSL 3.8.3 Flanges

The dimensions and drilling of flanges shall be in accordance with the requirements of SANS 1123 Table 1600 or 2500 or 4000 as scheduled. All flanges shall be truly at right angles to the axis of the pipe or fitting and shall be drilled with bolt holes off centre.

Puddle flanges shall be of the same diameter and thickness as the end flanges and shall be undrilled.

Flanges cut from steel plate shall be machined flat on the front face, i.e. without a raised joint. No machining need be carried out on the back face provided that face is sufficiently flat to ensure square bedding of the bolt heads and nuts and provided that all weld reinforcement is removed.

Cast or forged flanges shall be machined flat on the front faces and either spot faced at the boltholes, or fully machined, on the back faces. Spot facing shall be at least 3 mm greater in diameter than the washers to be used, shall be truly parallel to the front face and the distance between the two faces shall be not less than the specified flange thickness.

PSL 3.8.4 Loose Flanges for Welding

Add to the Sub-Clause :

Flange jointing material, when installed in the complete pipeline, shall be capable of withstanding transient pressures of up to the specified field test pressure. Under this condition no damage shall be caused or leakage occur through the joint. Bolts and nuts shall comply with SANS 135. All bolts, nuts and washers shall be electro-galvanised.

PSL 3.9 Corrosion Protection

PSL 3.9.2.1 Nominal Bore up to and including 150 mm

All steel pipes up to and including 150 mm diameter shall be hot dipped galvanised (heavy duty coatings) in accordance with SANS 763.

Delete the words "and including" from the third line of Clause 3.9.2.1.

PSL 3.9.2.2 Steel Pipes, Fittings and Specials over 150 NB

All steel pipes and specials shall be coated and lined with epoxy 350 micron thick.

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PSL 3.9.2.2(a) Corrosion Protection to Couplings, Joints and Flanges

Each buried steel or cast iron coupling, joint or flange, where scheduled, shall be protected by the following "Denso" or equal approved anti-corrosion system :

The whole joint, coupling or flange, including a minimum of 100 mm of pipe on each side of the joint shall be primed then covered by a mastic which shall be moulded to fill all voids, then completely covered circumferentially at least two times by a mastic impregnated tape and then completed covered circumferentially by a plastic tape which shall itself be tied securely by an approved tape applied circumferentially at each end.

PSL 3.10 Valves

Delete the Sub-Clause and substitute :

Valves supplied under this Contract shall comply with the requirements of Particular Specification PA as applicable.

PSL 3.10(a) Item Numbers

Item numbers which appear in the Schedule of Quantities for all valves, steel and cast iron pipes shall be painted on each valve, pipe, special and fitting in 75 mm high lettering except where the size of the item dictates the use of smaller lettering.

PSL 3.11 Manholes and Surface Boxes**PSL 3.11.1 Bricks**

Delete the first sentence and substitute :

Bricks for manholes and surface boxes shall be engineering bricks type FBXE45 or better, with a water absorption not exceeding 7% and complying with the applicable requirements of SANS 227.

PSL 3.11.5.1 Manhole Covers and Frames

Delete the Sub-Clause and substitute :

Manhole covers and frames shall comply with SANS 558 for the types shown on the Drawings and/or the Schedule of Quantities.

PSL 3.11.7 Sand

Add new Sub-Clause :

Sand used for mortar (general purpose) and for plaster (external) shall comply with the applicable requirements of SANS 1090.

PSL 3.11.8 Cement

Add new Sub-Clause :

The cement used on the Works shall be Ordinary Portland Cement complying with the requirements of SANS 471.

PSL 4 PLANT**PSL 4.4 Packing**

Add new Sub-Clause :

Goods should be suitably packed in such manner as will ensure safe and efficient transport by road or rail, and the Contractor shall include in his prices for whatever packing may be necessary in this respect. Small items particularly liable to damage or loss in transit should be crated. All crates and packing material shall, after use, become the property of the Employer, unless distinctly specified otherwise, or if returnable, shall be so at the Contractor's expense.

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PSL 4.5 Protection of Linings during Transportation

Add new Sub-Clause :

The ends of every pipe, fitting and special shall be fitted with suitable end closures as a precautionary measure against damage being caused to the lining material. The end closures shall be capable of preventing the ingress of dirt and at the same time allowing air to ventilate through the pipework which they protect. They shall be secured in such manner that they cannot be dislodged or damaged by normal pipe handling operations.

PSL 4.6 Marking

Add new Sub-Clause:

- (a) Each pipe fitting, special, coupling and valve shall bear the Contract Number followed by the Item Number given by the Employer's Agent and a Despatch Number allocated consecutively by the manufacturer.
- (b) Closure pipes (trued for diameter throughout their length) shall, in addition to the marking required above, carry two longitudinal brown stripes, 50 mm wide, diametrically opposite to each other and extending the full length of the pipe.
- (c) Couplings without a central register shall carry in addition to the marking required above, two longitudinal brown bands.
- (d) Every bend shall be marked as stated above and, in addition, shall have its deflection angle in degrees and minutes painted on the outer surface.
- (e) Packaged items such as nuts and bolts, insertion rings etc shall be marked with a metal label bearing the Contract Number(s) and the Item Number with which they are to be used.

PSL 4.7 Delivery and Acceptance

Add new Sub-Clause :

The material to be supplied under this Contract shall be consigned and delivered to approved areas adjacent to the pipeline route, or to an approved storage area if not required for immediate use.

PSL 5 CONSTRUCTION**PSL 5.1 Laying****PSL 5.1.1 General**

Add to the Sub-Clause :

The Contractor will be responsible for clearing the areas required for pipe storage which shall include the removal of rock, stones and all burnable material. He shall also be responsible for maintaining the area in a clean and tidy condition for the duration of the Contract.

Upon delivery of the pipes, fittings, specials and valves, these will be inspected jointly by the Engineer's Representative and the Contractor. Any pipes, etc, found to be damaged shall be returned to the factory for repair or replacement; in which case the costs of additional transport, repair or replacement shall be borne by the Contractor.

The Contractor will be held fully responsible for the care and safety of all pipes and fittings, etc, on site, and shall bear the cost of all renewals which may be necessary to make good losses, damages or breakages. Further-more, he shall be fully responsible for handling and re-loading material at the storage areas and for transporting and offloading of all such materials to their correct places along the pipeline route.

Before commencing pipelaying, the Contractor shall properly distribute pipes, fittings and specials, along the trenches. Valves and couplings shall not be distributed until they are actually required for laying in their designed position.

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The Contractor shall be responsible for protecting pipes etc from grass fires at all times. He shall keep grass cut short in the vicinity of all unlaaid pipework items.

The laying of all pipework items shall be performed only by qualified persons who are registered by the local authority as artisans in the plumbing pipefitting, or drain laying trades or who are qualified by reason of having attended and passed the course on pipelaying of the Civil Engineering Industry Training Board.

Should trenches be inundated by water, there is a risk of movement of the pipes by flotation. The Contractor shall ensure that trenches are not flooded by stormwater and that pipes laid in the trench are backfilled as soon as possible after laying, except at joints made with couplings or flanges which must be kept visible until the pipeline has been satisfactorily tested. Welded joints may, after all specified testing has been satisfactorily completed and with prior approval from the Employer's Agent, be backfilled at the same time as backfilling the pipeline.

Should movement of the pipes occur, the Contractor shall remove the pipes from the trench and thoroughly clean and relay the pipes. This work shall be carried out at the Contractor's expense.

PSL 5.1.4 Depths and Cover

Delete Sub-Clause 5.1.4.1 and substitute the following :

Unless otherwise shown on the drawings or scheduled in the Schedule of Quantities or ordered, the depth of excavation for trenches for medium-pressure pipelines shall not exceed 1,5 m.

Delete from the third and fourth lines of Sub-Clause 5.1.4.2 :

"e.g. the deflection shall not exceed 1,5° per joint in the case of FC pipes"

PSL 5.2.2 Flanges (Steel Pipelines)

Add to the Sub-Clause :

Before being brought together, the ends of the pipes, fittings, couplings and all flanges are to be inspected and cleaned to ensure that all parts forming the joint are undamaged and clean. When jointing flanges, the faces shall be cleaned thoroughly and approved jointing material, cut properly to size, is to be inserted immediately before bringing the two flanges together. Before closing the joints, the flanges must be parallel to each other, with all bolts inserted in the bolt holes. After the fittings have thus been aligned and well supported, the joint shall be bolted up to a uniform tightness.

PSL 5.2.3 Site Welded Joints

Add to the Sub-Clause :

Plain ended steel pipes and the plain ends of corresponding specials are to be joined together by welding in accordance with American Standard API 1104:1964. The pipe ends are to be prepared in accordance with that Standard. Welding shall generally commence at the top of the joint and proceed downwards. In addition to the root weld, at least two further passes shall be made, none of which is to exceed 3 mm in depth.

The Employer's Agent shall have the right to specify that Qualification Tests be carried out for each welder employed on the works. No welder shall be employed who has not passed such tests and for whom a recent pass certificate issued by a competent authority cannot be produced.

Site-welded joints are to be tested by radiographic examination or other approved method as ordered by the Employer's Agent who will make the necessary arrangements for such tests to be carried out by an inspection firm employed by the Employer.

In the event of any welded joint proving unsatisfactory when the pipeline is subjected to radiographic or hydraulic tests, the Contractor shall be held responsible for all costs involved in repairing the joint or cutting it out and welding in a new section of pipe, as may be ordered by the Employer's Agent, and thereafter restoring the lining and wrapping, if these have become damaged, all to the satisfaction of the Employer's Agent.

After jointing and testing, the protective lining and wrappings are to be rendered continuous with the

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same materials as applied to the body of the pipe. Holiday detection tests shall be carried out in the field to ensure continuity of lining and wrapping.

The tendered prices for supply, delivery, laying, jointing and testing of pipes are to include for all the work described above and for the supply of all necessary materials, including welding, all necessary plant and labour.

PSL 5.2.5 Flexible Coupling Joints

Add new Sub-Clause :

Where ordered, steel flexible couplings are to be of the Viking Johnson or similar approved type, each comprising one centre collar, two special flanges, two rubber rings and electro-galvanised bolts.

Adaptor couplings shall be of a similar design, but one end shall be flanged to enable connection of plain ended pipes to flanged specials.

Steel couplings shall be assembled strictly in accordance with the manufacturer's instructions.

In the event of the coupling collar having an internal central ring of register, the pipes shall be brought together until both pipe ends are in contact with the register, after which one pipe shall then be drawn back by 6 mm.

The tendered prices for laying and jointing are to include for the supply of all necessary materials, plant and labour to complete the joint.

PSL 5.2.6 Cut Pipes

Cut Pipes may be used where required as closure lengths. The cut ends shall be dressed square and to a smooth even finish which shall not be inferior to that of the ends of uncut pipes. The finished dimensions of ends cut at Site must be within the tolerances applicable to the ends of the particular types of pipe to be laid. The cost of cutting and trimming pipes shall be included in the rates tendered for laying and jointing pipes.

PSL 5.3 Setting of Valves, Specials and Fittings

Add to the Sub-Clause :

Valves are to be set correctly in the positions indicated and supported on concrete stools, except where not so required by the Employer's Agent. Valve spindle guide brackets and stays where provided shall be secured into position against concrete work and set and carefully adjusted in order to give true vertical alignment of the spindle.

PSL 5.4 Concrete Casing

In the first and second lines delete "a strength 15 MPa/37,5 mm or such other strength as scheduled" and substitute "concrete grade 15/19".

PSL 5.5 Anchor/Thrust Blocks and Pedestals

In the fourth line delete "15 MPa/37,5 mm" and substitute "20/19"

In the fourth line delete "15 MPa/37,5 mm" and substitute "20/19"

Add to the Sub-Clause :

Flexible joints for rigid pipes :

For rigid pipes closure pipes are to be provided on either side at all bend points and scour tees which have concrete anchor blocks and at all chambers on either side and other fixed structures according to the table hereunder.

<i>Pipe dia</i>	<i>Max length of closure pipes</i>
150 dia	1,0 m
100 dia	1,0 m

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PSL 5.6.1/2 Valve and Hydrant Chambers

Delete the references to drawings L1, L2 and L3 and substitute "the tender drawings".

PSL 5.7.1/2 Manholes

Add to the Sub-Clauses :

Drawings showing details of the manholes are included with this tender document.

PSL 5.8 Brickwork in Chambers and Manholes

Delete the eleventh line and substitute the following :

Mortar for brickwork and plasterwork shall be composed of one part of cement to four parts of sand.

Twelfth and thirteenth lines to be deleted.

Add to the Sub-Clause :

Plaster is to be applied in one coat not less than 12 mm in thickness.

PSL 5.10 Disinfection of potable water pipelines

Add to the Sub-Clause :

Disinfection shall be carried out by the Contractor until the tests carried out indicate that the water main has been adequately disinfected to the standard adopted by the Employer.

PSL 6 TOLERANCES**PSL 6.2 Control Points**

In the third line delete " ± 100 mm" and substitute " ± 50 mm"

PSL 6.3 Alignment (Plan and Level)

In the third line delete " ± 100 mm or $\pm 20\%$ " and substitute " ± 50 mm or $\pm 10\%$ ". In the fourth line delete " ± 20 mm" and substitute " ± 10 mm". In the sixth line delete " ± 50 mm or $\pm 10\%$ " and substitute " ± 25 mm or $\pm 5\%$ "

PSL 7 TESTING**PSL 7.2.2 Radiographic Examination**

Add to the end of the Sub-Clause the words "as amended".

PSL 7.2.2 Radiographic Testing in the Field

Add new Sub-Clause :

10% of all welds made in the field shall be tested radio-graphically by an independent specialist firm. The welds to be tested shall be selected by the Employer's Agent or his representative. The standard of acceptance shall be in accordance with API Standard 1104.

Should the welds so tested prove to be unacceptable, they shall be repaired by the Contractor and retested. In addition the two nearest untested welds, one on each side of the unacceptable weld shall also be tested radiographically. Should these welds also prove to be unsatisfactory, two further welds shall be tested. Such testing will be repeated until all welds are found to be acceptable.

The cost of testing up to a maximum of 12% of all field welds will be borne by the Employer, but the costs of testing and retesting over and above that percentage shall be borne by the Contractor.

PSL 7.3 STANDARD HYDRAULIC PIPE TEST

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ADD THE FOLLOWING PREAMBLE:

"Water used for one filling of the pipeline for hydraulic testing, one filling for disinfection and one filling after draining the disinfection water shall be provided by the Employer free of charge. Additional water used due to dirty water in the pipe and/or due to unsuccessful hydraulic tests shall be charged at the Employer's bulk rate per kilolitre that is charged to their bulk consumers. Filling of the pipeline for hydraulic testing shall be carried out slowly to enable air to escape and under the direction of the Employer's Agent.

PSL 7.3.1 Test Pressure and Time of Test**ADD TO THE SUBCLAUSE:**

"The sections in which the pipeline will be tested will be at the discretion of the Contractor, except that the pipeline shall not be tested in sections exceeding a maximum allowable length of 2000m unless otherwise agreed by the Employer's Agent and also taking cognisance of the requirements of the project specifications. The Contractor shall make due allowance in the construction programme and in the tendered rates for the entire testing operation including for the provision of temporary end stops (flanges or bullnoses) 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 28 days or until such concrete has attained the specified design strength. Once filled, the pipe shall be left for 24 hours to permit maximum saturation of cement mortar linings.

The section to be tested shall be pressurised to the specified pressure and left for 24 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.

The permissible leakage for welded and flanged steel pipelines is zero (0) litres.

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 7.3.1 Test Pressure and Time of Test

Delete second line of Sub-Clause 7.3.1.1 and substitute the following:

attained the strength specified in terms of Sub-Clause 5.5.

PSL 7.3.1.2 Delete this Sub-Clause**PSL 7.3.1.3 Delete the Sub-Clause and substitute the following:**

The field test pressure applied to any section of the pipeline under test, taking differences in elevation along the pipeline into account, shall be such that the pressure at any point along the section under test shall not exceed the appropriate of the values set out in Sub-Clause 7.3.1.4 and that the minimum pressure shall be not less than the design (working) pressure.

PSL 7.3.3 Permissible Leakage Rates

Delete the title of Sub-Clause and substitute the following:

Permissible Make-up Water

Delete the sixth line and substitute the following:

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- (a) Fibre cement, steel pipes and concrete-lined steel pipes :
Add to the Sub-Clause :
- (c) Concrete Pipes
0,40x diameter of pipes in millimetres x
length of test section in kilometres
x square root of the test pressure in megapascals"

PSL 8 MEASUREMENT AND PAYMENT

PSL 8.2.1 Supply, Lay and Bed Pipes Complete with Couplings

Delete the fourth and fifth lines and substitute the following :

the handling, inspecting, transporting, forming joint holes, bedding, laying, jointing, cutting, testing and, when relevant, disinfecting of the pipes and the joints (See Clause 8.2.4).

PSL 8.2.5 Supply and Place Pipes, Valves and Specials

The Contractor is to include in his tendered rates for steel pipes for the holiday detection testing and the repair of any pinholes and/or damaged areas to coatings on all steel pipes and specials immediately prior to installation. A 12 kV holiday detector shall be used.

PSL 8.2.11 Anchor/Thrust Blocks and Pedestals

Delete the last line and substitute the following :

Formwork, concrete, reinforcement (if any), screeding to top surfaces and 1 m hinge pipes on either side of the fittings anchored where applicable.

PSL 8.2.16 Continuity Bonding at Joints

Add the following:

Extra over payment for electrical continuity bonding and repair of pipe coating will be made per joint completed as specified. Each joint comprises two copper cables fastened with eight thermite welds and all necessary repairs to damaged pipe coatings. Unit : N°

PSL 9 DRAWINGS L-1, L-2 AND L-3

PSL 9.1 References to mortar mixes to read :

1 to 4 mortar

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PSLB: BEDDING (PIPES)
(Applicable to SANS 1200 LB - 1983)

PSLB 2.3 DEFINITIONS

Main fill:

Delete "150 mm" in second line and substitute "300 mm".

PSLB 3 MATERIALS

PSLB 3.1 Selected Granular Material

(for bedding material (padding) for steel pipes see PSLB 3.3)

In the second line delete "19 mm" and substitute "10 mm".

Add to the Sub-Clause :

The maximum compactibility factor shall be 0,4.

PSLB 3.2 Selected Fill Material

(for selected fill material (padding) for steel pipes see PSLB 3.3)

In the second line delete "30 mm" and substitute " 20 mm".

PSLB 3.3 Bedding

Add to the Sub-Clause :

All steel and uPVC pipes and fittings laid under this Contract will be considered as being flexible pipes. Bedding (selected granular and selected fill material) for steel pipes shall be fine sand or fine non-cohesive soil, carefully selected, with maximum particle size of 3 mm and which shall not cake nor form lumps when drying. It shall have a pH value of not less than 5,5 nor contain any acid forming or other material which can harm the protective coating or wrapping. Material complying with the above requirements will also be referred to in this Document as "padding". The bedding will be constructed to the dimensions shown on the drawings. Samples of bedding sand (padding) shall be submitted by the Contractor for approval by the Employer's Agent well in advance of construction. An item has been provided in the Bill of Quantities for the provision of approved bedding sand from approved Commercial or other approved off-site sources. No sharp-edged stones shall be allowed to come into contact with the pipes or fittings. Joint holes (pockets) shall be provided in the trench bottom and bedding, at each pipe joint to facilitate welding and tape wrapping, and no extra payment will be made for forming or filling joint holes (pockets).

All other pipes under this Contract will be considered as being rigid pipes and the bedding shall be of Class A, C (Drawing LB-1) or CE (concrete encased) as applicable and scheduled except that joint holes (pockets) shall be provided in the bedding, as per Drawing LB-2, at each pipe joint or coupling. No sharp-edged stones shall be allowed to come into contact with either the pipes or the couplings (joints). No extra payment will be made for forming joint holes (pockets).

PSLB 3.4 Selection

PSLB 3.4.1 Suitable Material available from Trench Excavation

Delete the Sub-Clause and substitute the following :

The excavation of a pipe trench shall comply with the requirements of Sub-Clause 5.4 of SANS 1200 DB and the provisions of Sub-Clause 3.7 of SANS 1200 DB (in terms of which, for the purposes of providing bedding materials, the Contractor is not required to use selective methods of excavating) shall apply. Nevertheless the Contractor shall take every reasonable precaution to avoid burying or contaminating material that is suitable and is required for bedding or covering the pipeline. If, in the opinion of the Employer's Agent, bedding material can be produced from the excavated material, the Contractor, if so ordered by the Employer's Agent, shall screen or otherwise treat (as Scheduled) the excavated material in order to produce material suitable for bedding (see also Sub-Clause 8.1.2).

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PSLB 5 CONSTRUCTION**PSLB 5.1 General**

Add to the Sub-Clause:

All the steel pipelines are to be bedded and protected in accordance with the details described in PSLB 3.3 except in certain sections where Class A bedding or stone bedding (as a drainage layer) or concrete encasing is to be provided as shown on the drawings or where ordered by the Employer's Agent.

PSLB 5.1.2 Details of Bedding

Add to the Sub-Clause:

The pipeline is to be laid on the class of bedding indicated in the Bill of Quantities and/or on the drawings.

PSLB 5.1.4 Compacting

Delete the second line and substitute:

top of the pipeline) shall be 100% of Proctor maximum density.

Add to Sub-Clause 5.1.4:

Steps will have to be taken by the Contractor to ensure that flexible pipes do not deform excessively in cross-section during and after construction and backfilling operations. The maximum deflection which will be acceptable at any stage during or after construction is 2% of the pipe diameter horizontally or vertically. The Contractor will be required to provide the necessary apparatus and to monitor deflection during construction.

Pipe deformations will only be maintained within the specified tolerances by correct backfilling practice. No heavy compaction equipment will be permitted for compaction of any pipe bedding, only pneumatic or hand rammers being acceptable. To this end, and to achieve the 100% compaction specified it is recommended that bedding be brought up evenly on either side of the pipe. The use of complete saturation of the material as a method of achieving the specified compaction may, subject to the Employer's Agent's approval, be used. However, in this regard, contractors are advised that the presence of excessive quantities of water in the pipe trench could lead to flotation of the pipe.

Prior to the commencement of pipe laying the Contractor will be required to submit, to the Employer's Agent, for his approval, his proposed methods of placing, and compacting methods which he proposes to implement in order to ensure compliance with the specification.

PSLB 5.1.5 Testing (New Sub-Clause)

Flexible joints shall be left exposed with a minimum of 100 mm clearance around the bottom of the pipe during hydraulic pressure testing of the pipe.

PSLB 5.2 Placing and Compacting Rigid Pipes**PSLB 5.2.2 Class 'C' Bedding**

Delete the third, fourth and portion of the fifth lines and substitute the following:

The pipes shall be bedded on a layer of compacted granular bedding material on which a 25 mm thick layer of uncompacted granular bedding material has been placed and spread. Loose granular bedding material lying next to the pipe shall be placed into the haunch area and compacted with suitable hand tools, and additional selected granular material shall be added and compacted in layers until levels for the bedding cradle as shown on Dwg LB - 1 (c) are reached. The remainder of the bedding i.e. the selected fill blanket, shall be placed in layers up the sides of the pipe, each layer being compacted until levels are reached as shown on Dwg LB-1 (c).

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PSLB 5.2.5 Stone Bedding (New Sub-Clause)

In areas where waterlogged conditions exist or where ordered by the Employer's Agent, special drains consisting of a 150 mm thickness (See PSDB 5.5) of single sized stone with a geofabric filter surround (KAYTECH Bidim Grade A4 or similar approved) extending the full width of the trench shall be provided below the bedding to the pipes. The excavation for these drains will be measured in cubic metres at the contract rate applying to unsuitable excavation below the bottom of the trench. The stone filling will be paid for per cubic metre and the geofabric filter will be paid for per square metre. All measurements in this connection will be to a width equal to the base widths and depths ordered.

PSLB 5.3(b) Selected Fill Blanket

Delete "200 mm" from title.

PSLB 6 TOLERANCES**PSLB 6.1 Moisture Content and Density**

Add to the Sub-Clause :

The permissible deviations applicable are to be those for Degree of Accuracy II class of work.

PSLB 8 MEASUREMENT AND PAYMENT**PSLB 8.1.3 Volume of Bedding Materials**

Add to the Sub-Clause :

(c) The volume of bedding material shall be measured net i.e. the volume of the pipe is to be deducted.

PSLB 8.1.6 Freehaul

Delete the Sub-Clause and substitute the following :

All haul will be regarded as free haul. No overhaul will be paid for under this Contract.

PSLB 8.2.1 Provision of Bedding from Trench Excavation

Delete the Sub-Clause and substitute the following :

Without the need for screening :

- (a) Selected granular materialUnit :m³
 (b) Selected fill materialUnit : m³
 (c) Padding sand to specified bedding dimensionsUnit : m³

The rates shall cover the cost of acquiring, from any point along the trench excavation as may be selected by the Employer's Agent, bedding that complies with the relevant requirements of the specification, of delivering it to points alongside the trench spaced to suit the Contractor's methods of working, of making good any backfill deficiency from points where backfill has been acquired, and of disposing of displaced material.

Including for screening:

- (a) Selected granular materialUnit : m³
 (b) Selected fill materialUnit : m³
 (c) Padding sand to specified bedding dimensionsUnit : m³

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The rates shall cover the cost of screening or otherwise treating excavated material, at any point along the trench excavation as may be selected by the Employer's Agent, in order to produce bedding that complies with the relevant specification, delivering it to points alongside the trench, spaced to suit the Contractor's methods of working, of making good any backfill deficiency there may be from points where screened

backfill material has been acquired, and of disposing of displaced material.

NOTE: The rate for the supply and laying of pipelines covers the cost of handling the bedding material from alongside the trench, placing it under the pipeline, forming joint holes and completing the bedding around and over the pipeline.

PSLB 8.2.2 Provision of Bedding by Importation

Including for screening and/or other treatment:

- (a) Selected granular materialUnit : m³
 (b) Selected fill materialUnit : m³
 (c) Padding sand to specified bedding dimensionsUnit : m³

The rates shall cover the cost of acquiring, loading, transporting, offloading, screening or otherwise treating excavated material in order to produce bedding that complies with the relevant specification, delivering it to points alongside the trench spaced to suit the Contractor's methods of working and of disposing of displaced material.

PSLB 8.2.3 Concrete Bedding Cradle

Add the following paragraph to the Sub-Clause:

All concrete bedding to pipes will require formwork. The rate for concrete bedding shall include for the supply, installation and stripping of all formwork.

PSLB 8.2.4 Encasing of pipes in Concrete

Delete the fifth and sixth lines and substitute the following :

encasing the pipe in concrete 150 mm thick each side of the pipe and to 150 mm above the crown of the pipe including the cost of formwork, (if any), etc. and the cost of formwork to form stop ends on either side of collars, couplings, joints etc if instructed by the Employer's Agent.

The rate for concrete encasing shall include for the supply, installation and stripping of all formwork.

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PA: VALVES FOR WATER WORKS APPLICATIONS**PA 1 SCOPE**

This specification covers the material and constructional requirements for resilient seal, wedge gate, reflux, butterfly and air valves.

PA 2 DEFINITIONS

Single small orifice air valve - A valve capable of releasing small accumulations of air at all pressures throughout the working pressure range of the pipeline.

Single large orifice air valve - A valve capable of admitting or expelling large quantities of air during emptying and filling of the pipeline.

Double orifice air valve - A valve capable of satisfactorily carrying out the functions of both a single small orifice air valve and a single large orifice air valve

PA 3 REQUIREMENTS**PA 3.1 General**

Valves shall be supplied as specified in this Contract in terms of the types, sizes, end connections, pressure ranges and other details of the valves as detailed on specification data sheets.

PA 3.2 Materials, Workmanship and Construction**PA 3.2.1 Wedge Gate Valves**

Wedge Gate valves must comply with SANS 664 or SANS 191 as applicable for waterworks pattern valves.

Valves must also be provided with the following:

- a) Fully enclosed gearing, where necessary to limit the maximum torque to be applied at the hand wheel spindle or cap top to 120 Nm under an unbalanced pressure equal to the maximum working pressure for the classes scheduled;
- b) the facility to permit repacking of the gland whilst the valve is under working pressure
- c) Stainless steel jacking/limiting screws for valves with a nominal bore greater than 600 mm and with metal gates

PA 3.2.2 Resilient Seal Valves (RSV's)

In addition to the requirements of 3.2.1 above, RSV's shall be provided with the following:

- a) Grade 304 stainless or EN57 steel spindles as scheduled.
- b) At least two nitrile rubber "O" sealing rings in a corrosion resistant housing, plus one nitrile rubber wiper ring to prevent the ingress of dirt.

PA 3.2.3 Reflux Valves

Single-door reflux valves must be cast iron, spheroidal graphite (SG) iron or cast steel, and comply with SANS 144 or SANS 192 as applicable. Unless otherwise scheduled, gunmetal trim shall be provided for cast iron valves and stainless steel trim for cast steel valves.

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Valves with a nominal bore greater than 600 mm must be of the double door or multi-door type and may be fitted with an integral bypass. In other respects, they must be in accordance with the specifications for the single door type.

A suitable arrow indicating the flow direction through the valve shall be cast onto the body of the valve.

PA 3.2.4 Butterfly Valves

The valves must comply with BS 5155 for tight shut off service for the types, classes and sizes listed in the 'specification data sheets' or scheduled.

The basic materials for butterfly valves should be as follows

Component		Class PN 10	Classes PN 16 + PN 25	Class PN 40
Body, disc hand wheel	DN 350 to 600	Cast iron or S G Iron	S G Iron	Cast steel
	DN over 600	S G Iron	Cast steel	
Seating ring:	a) Separate	Gun metal or stainless steel	Stainless steel	
	b) Integral	Hard chrome coated	Nylon coated	
Shaft or stub shafts		Stainless steel		
Bearings		Vesconite, PTFE coated or other approved self- lubricating non-metallic material		
Seal clamp rings		Bronze or stainless steel	Stainless steel	Stainless steel

The bottom of the disc must move in the flow direction when opening. The valve shall be droptight under the maximum pressure rating condition.

The face to face dimensions shall be as set out in table 6 of BS 5155 in the column headed "double flanged short" for double flanged valves and in the column headed "wafer long" for wafer valves.

A suitable arrow indicating the preferred flow direction through the valve, where such preference is applicable, shall be cast onto the body of the valve.

Unless otherwise scheduled a side mounted manual actuator shall be provided. The actuator shall be a separate unit bolted to the main valve body on the side designated in the data sheets when facing in the normal direction of flow. Water must not leak past the main shaft and enter the actuator. An indicator which shows the extent of opening of the valve disc must be fitted.

The designated power source for the operation of a power operated actuator is given in the data sheets. The actuator shall comply generally with AWWA C 504, and shall be capable of withstanding opening and closing torques at least 30% in excess of those necessary under the maximum working condition using the designated power source.

All actuators, whether power operated or not, shall be supplied complete with horizontal handwheel at a height that provides for reasonable operation in each situation shown on the drawings. The hand wheel shall comply with the relevant requirements of SANS 664. The hand wheel must be mounted on a vertical shaft and must require not more than 120 Nm of input torque to operate against a maximum unbalanced head equal to the pressure rating of the valve.

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All power operated actuators are to be fitted with 'Open' and 'Closed' limit switches and a 4 - 20 mA position transmitter.

PA 3.2.5 Air Valves

The materials and workmanship employed in the manufacture of air valves shall be at least equal to the standard required by SANS 664 for waterworks pattern valves.

PA 3.3 Marking

In addition to the requirement of SANS 144 or SANS regarding marking, all valves must be provided with an identification plate on which the following information shall be indelibly cast or embossed;

- a) The item or tag number;
- b) The size or nominal bore of the valve;
- c) The class or working pressure of the valve

PA 3.4 End Connections

End connections shall be flanged or screwed as scheduled.

- a) Flanges - Where flanged connections are specified the dimensions and drilling of the flanges must comply with SANS 1123 except where otherwise scheduled. The front faces of flanges must be flat and normal to the bore of the valve. The back of the flanges, bonnets etc must be flat and normal to the bore or be spot-faced over an area large enough to freely accommodate the washer and the nut.

Drilled holes for the passage of bolts must be provided where wafer type butterfly valves are scheduled.

Flange gaskets must be CPAF with a minimum thickness of 3 mm. Bolts must comply with SANS 135 or SANS 136. Washers must conform to SANS 1149. All ferrous nuts, bolts and washers must be galvanized to SANS 121.

- b) Screwed ends - Where screwed ends are specified the valve shall be threaded to BSP.

PA 3.5 Drawings

The supplier shall provide two paper prints of fully dimensioned drawings for each type of valve and actuator when requested by the Employer's Agent.

PA 3.6 Mounting Feet

Valves with a nominal bore of 450 mm or greater must be provided with mounting feet where called for on the specification data sheets.

PA 3.7 Lifting Eyes

A lifting eye at the top of the valve body shall be provided, where the combined mass of the valve bypasses and actuator exceeds 75 kg.

PA 3.8 Protection prior to Installation

Valves shall be temporarily covered and protected against UV radiation at all times prior to installation.

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PA 4 TESTING**PA 4.1 Test Certificates**

A test certificate shall be provided with each valve wherein it is certified that the valve has been inspected and tested and that it complies with the specification. An independent inspector may be appointed by the Employer to witness the testing; in such case the inspector must also sign the test certificate. The charges made by the independent inspector will be paid by the Employer.

PA 4.2 Test Requirements

Hydraulic tests shall be carried out at the factory on each valve as follows:

PA 4.2.1 Gate Valves

In accordance with SANS 664 or SANS 191 (as applicable).

In addition to the test requirements in the applicable SANS specification all valves with a nominal bore greater than 450 mm shall be subjected to an open end gate strength test of 1,5 times the working pressure. Drop tightness in respect of this gate strength test is not required.

PA 4.2.2 Reflux Valves

In accordance with the requirements of SANS 144 or SANS 192 (as applicable) to the following pressures:

- a) Body with clack open pressure - 2,0 times class max working pressure
- b) Door strength class max working pressure - 2,0 times
- c) Seating with doors closed - 1,1 times class max working pressure, under which pressure the seat must be drop tight

The door strength must be capable of withstanding the test pressure applied to the body without damage or distortion.

PA 4.2.3 Butterfly Valves

Each valve is to be tested at the factory in accordance with the requirements of BS 5155.

PA 4.2.4 Air Valves

Each valve is to be tested at the factory in accordance with the requirements of BS 5155.

Each valve is to be tested at the factory as follows:

- a) Body test - The valve shall be filled with water and a pressure equivalent to twice the maximum working pressure shall be applied for 5 minutes. There shall be no loss of water from the valve during the test;
- b) Low head leak test - Lower the pressure to 20 kPa and maintain the pressure for 5 minutes. There shall be no loss of water from the valve during the test

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- c) Drop test - One valve taken at random from each batch of ten small orifice and double orifice air valves (or less) shall be subjected to a "drop test". The valve shall be filled with water and pressurised to above the working pressure. While maintaining the pressure at least 200 kPa above the specified working pressure air shall be injected into the inlet of the air valve. Reduce the pressure slowly. The small orifice must open and discharge the air at a pressure not lower than the specified working pressure

PA 5 CORROSION PROTECTION

The cleaning and corrosion protection of valves must be carried out at the factory prior to despatch to the Site. Non-ferrous metal or stainless steel surfaces must not be painted. The protection to be applied must comply with one internal and one external systems from the following alternatives:

System 1 (Epoxy resin paint) - All cast iron surfaces of every valve, other than RSV's, must be prepared for painting to a thoroughly clean condition free of all grease and deleterious matter. Ferrous surfaces must be prepared in accordance with the Swedish Standard SIS 05 5900 to an Sa 3 finish. Surfaces must then be coated with a non-toxic epoxy resin paint to give a total minimum dry film thickness of 250mm to be pinhole free over the entire painted surface.

System 2 (Epoxy powder coating) - Electrostatically applied epoxy powder coating (ESPC), of the fully disassembled valves shall be carried out in accordance with SANS 1217 as may be modified by this specification. All RSV's are to be treated with this system.

All surfaces of the fully dis-assembled valve shall be blast cleaned to Sa 3 of Swedish Standard SIS 055900, having an angular profile of 40 µm to 60 µm. The coating medium shall be an exterior grade, tinted, non-toxic and non-tainting, suitable for use with potable water and applied strictly in accordance with the manufacturer's instructions in a single application to a minimum film thickness of 300 µm. The coated surface shall be subjected to a standard MEK 50 double rub test. Particular attention shall be given to the thickness and integrity of the coating in the areas where the gate of the RSV is to operate. Low voltage, wet sponge EID detection of pinholes is to be conducted on all surfaces of the valve. A visual inspection, to be carried out by an experienced observer, shall reveal the finished coating to be smooth and glossy, free from excessive runs, sags, "orange peel" finish, occlusions and other visible defects. The coating shall be subjected to a "hot water soak" adhesive test at the inspector's discretion, and no more than 15 mm disbondment from the point of the "V" (cut at a 30 degree angle) shall be permitted after immersing in water at 78°C for 48 hours, and testing adhesion after cooling to 25°C. Repairs shall be carried out using an approved repair system.

System 3 (external only) - Apply multi coats of an approved epoxy coal tar paint to give a minimum total dry film thickness of 240mm. The paint shall be applied in accordance with the paint supplier's recommendation.

System 4 (external only) - Apply one coat of zinc chromate primer followed by one coat of undercoat tinted where necessary, and a final coat of best quality gloss enamel. The total dry film thickness of the system must be not less than 200mm.

After erection on site all valves must be cleaned and the paintwork refurbished where necessary to restore the condition to that pertaining at the time of leaving the factory.

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PA 6**SPECIFICATION DATA SHEETS****PA 6.1****Gate Valves (Wedge Gate)**

Details of Valves Required:

Item Number		Class PN10	Class PN 16	Class PN 25	Class PN 40
Nominal Bore (mm)					
Number Required					
Valve Type					
Direction of closing	(Handwheel)				
Method of Operation	(Handwheel)				
	(Cap)				
	(Actuator)				
Trim					
Max Working Pressure (kPa)					
Gate test pressure if greater than 1.5 x Working Pressure					
Ball Thrust Bearing Required					
Gate Shoes and Guides Required					
Position Indicator Required					
Corrosion Protection	Internal				
	External				
End Connections					
Flange Drilling (SANS 1123)					

PA 6.2**Gate Valves (Resilient Seal)**

Details of Valves Required:

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Item Number		Class PN10	Class PN 16	Class PN 25	Class PN 40
Nominal Bore (mm)					
Number Required					
Valve Type					
Direction of closing (Handwheel)					
Method of Operation	(Handwheel)				
	(Cap)				
	(Actuator)				
Trim					
Max Working Pressure (kPa)					
Gate test pressure if greater than 1.5 x Working Pressure					
Ball Thrust Bearing Required					
Gate Shoes and Guides Required					
Position Indicator Required					
Corrosion Protection	Internal				
	External				
End Connections					
Flange Drilling (SANS 1123)					

PA 6.3 Reflux Valves

Details of Valves Required:

Item Number		Class PN10	Class PN 16	Class PN 25	Class PN 40
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Nominal Bore (mm)					
Trim					
Max Working Pressure (kPa)					
Corrosion Protection	Internal				
	External				
End Connections					
Flange Drilling (SANS 1123)					

PA 6.4**Butterfly Valves**

Details of Valves Required:

Item Number		Class PN10	Class PN 16	Class PN 25	Class PN 40
Nominal Bore (mm)					
Number Required					
Valve Type					
Actuator	Type				
	Position				
Method of Operation	(Handwheel)	Cap	Cap	Cap	Cap
	(Cap)				
	(Power Actuator)				
Rotation of Hand wheel to Close		Clockwise	Clockwise	Clockwise	Clockwise
Side of Pipe, Actuator to be Fixed					
Max Working Pressure (kPa)					
Position Indicator Required					
Corrosion Protection	Internal				
	External				
End Connections					

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Flange Drilling (SANS 1123)				
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Where the bottom of the disc is required to move against the flow direction when opening a valve from the closed position, the valves concerned shall be itemised hereunder. This requirement is applicable to any valve which may be subject to a sludge or debris build up on its downstream face after closing the valve.

Item Number	Number Required

PA 6.5**Air Valves (Vent-O-Mat or similar approved)**

Details of Valves Required:

Item Number		Class PN10	Class PN 16	Class PN 25	Class PN 40
Nominal Bore (mm)					
Number Required					
Valve Type					
Max Working Pressure (kPa)					
Max Working Pressure (kPa)		1000	1000	1000	1000
Corrosion Protection	Internal				
	External				
End Connections (Flanged SANS1123 or screwed BSP)					

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PSZ: PARTICULAR SPECIFICATION FOR ENVIRONMENTAL MANAGEMENT**PSZ 1 SCOPE**

This specification is additional to the South African National Standards Standardised Specification (SANS) for Civil Employer's Agenting Contracts and must be read in conjunction with the said specification.

This specification covers the principles, responsibilities and requirements generally applicable to implement effective environmental management during the execution of the contract construction works. The aim of this specification is to ensure that construction activities are conducted in accordance with the spirit of Environmental Management Plan.

PSZ 2 GENERAL**PSZ 2.1 Supporting Specification**

Reference is made to the SANS 1200 standards which are to be read in conjunction with this specification. All aspects of these SANS requirements which are relevant to environmental management during construction contracts will apply.

PSZ 2.2 Principles

The following principles should be considered at all times during construction phase activities:

- a) The Environment is considered to be composed of both biophysical and social components
- b) Construction is a disruptive activity and all due consideration must be given to the environment, particularly the social environment, during the execution of a project to minimise the impact on affected parties.
- c) Minimisation of areas disturbed by construction activities will minimise many of the construction related environmental impacts of the project and reduce rehabilitation requirements and costs.
- d) As minimum requirements, all relevant standards relating to international, national, provincial and local legislation, as applicable, shall be adhered to. This includes requirements relating to waste emissions (e.g. hazardous, airborne, liquid and solid), waste disposal practices, noise regulations, road traffic ordinance etc.
- e) All effort should be made to minimise, reclaim or recycle 'waste' material

PSZ 2 DEFINITIONS

For the purpose of this specification, the definitions given in SANS 1200 shall apply.

Additional definitions which shall apply to this specification are as follows;

Environmental Control Officer: An Environmental Consultant assigned to the project on a part or fulltime basis. The Environmental Control Officer will be part of the Project staff and will advise the Engineer on all environmental matters relating to the works, in terms of this specification and the project specification, if applicable.

Environmental Officer: Either a Quality Assurance Inspector or Consultant designated to monitor the implementation and compliance with the environmental specifications and environmental management plan on a daily basis.

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Cleared surface: “surface vegetation” as referred to in SANS 1200 C 2.3 will be deemed to be any woody or herbaceous vegetation but exclude grasses, sedges, rushes and reeds.

Clearing and grubbing: For the purpose of this specification, clearing and grubbing shall mean the removal of all woody and herbaceous vegetation including stumps, but excluding grass and groundcover vegetation.

Engineer: Is to read Engineer or Supervisor (in the case of the NEC contract), whichever is applicable to the Contract.

Interested and Affected Parties (IAP): All persons who may be affected by the project either directly or indirectly, or who have an interest or stake in the area to be affected by the project. I&AP's include landowners, tribal or local authorities, public interest groups etc.

Liquid Waste Stream: Any reagent solutions, fuels, oils, greases, contaminated run-off, sewerage and wash water, hydrocarbons, etc.

Open Trench: Open trench will, for the purpose of this specification, be deemed to include: clearing and grubbing; stripping of topsoil; trenching; placing of bedding; pipe-laying; placing of selected fill; backfilling to ground level; removing excess material; construction of cross berms to channel water (if required); and replacement of topsoil to final finished level (refer to Figure 1: Appendix A).

Progressive Reinstatement: Reinstatement of disturbed areas to topsoil profile on an ongoing basis, immediately after selected construction activities (e.g. backfilling of a trench) are completed. This allows for passive rehabilitation (i.e. natural re-colonisation by vegetation) to commence. See also ‘Open Trench’ and ‘Rehabilitation’.

Project Manager: The person responsible for co-ordinating and integrating activities across multiple, functional lines.

Rehabilitation: Rehabilitation is defined as the return of a disturbed area to a state which approximates the state (where possible) which it was before disruption. Rehabilitation for the purposes of this specification is aimed at post-reinstatement re-vegetation of a disturbed area and the insurance of a stable land surface. Re-vegetation should aim to accelerate the natural succession processes so that the plant community develops in the desired way, i.e. promote rapid vegetation establishment.

Riparian vegetation: Vegetation occurring on the banks of a river or stream (i.e. vegetation fringing a water body). In this specification, riparian vegetation in terms of removal, storage and replacement (see PSZB 17.1 and PSZB 17.2), is only applied to sedge, grass, ground-cover, reed, bulrush, or herbaceous component of riparian vegetation and excludes the woody component.

Sedges: Grass-like plants growing in wetland/ marshy areas or adjacent to water.

Subsoil: Subsoil are the soil horizons between the topsoil horizon and the underlying parent rock. Subsoil often has more clay-like material than the topsoil. Subsoil is of less value to plants, in terms of nutrient(food) and oxygen supply, than topsoil. When subsoil is exposed it tends to erode fairly easily.

Timeous: At least 5 working days prior to an activity.

Topsoil: This is defined as the A horizon of the soil profile. Topsoil is the upper layer of soil from which plants obtain their nutrients for growth. It is often darker in colour, due to the organic (humic) fraction. Topsoil is deemed for the purposes of this specification as the layer of soil from the surface to the specified depth required for excavation (see PSZB 5.3, relevant SANS 1200 clause and project specification). Where topsoil is referred to, it is deemed to be both the soil and grass / ground cover fraction. (see ‘Cleared Surface’). Should no clear A-Horizon be present the top 200 mm shall be deemed as topsoil.

Veld: This is defined for the purpose of this specification as unimproved natural vegetation areas (e.g. grasslands).

Water body: Any open body of water including streams, dams, rivers, lakes, and the sea.

Wetland: A seasonally, temporally, or permanently wet area which also may exhibit a specific vegetation community. It is often marshy in character.

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Wetland Vegetation: Vegetation which is indicative of a wetland environment - for example, sedges, rushes, reeds, hydrophilic grasses and ground-covers, but for the purposes of this specification excludes woody species.

Xeriscaping: Landscaping with vegetation which has a low water usage. The objective is to conserve as much water as possible, whilst still beautifying an area (i.e. conservation and aesthetics). Concept embraces utilising indigenous as opposed to exotic plants

PSZ 3 ABBREVIATIONS

DWS	: Department of Water and Sanitation
ECO	: Environmental Control Officer
EMP	: Environmental Management Plan
EMPR	: Environmental Management Programme Report
EO	: Environmental Officer
IAPs	: Interested and Affected Parties
IEM	: Integrated Environmental Management
MSDS	: Material Safety Data Sheet
NEC	: New Engineer Contract or The Engineering and Construction Contract

PSZ 3 DUTIES AND POWERS

PSZ 3.1 Project Manager

The Project Manager is ultimately responsible for ensuring compliance with the environmental specification and upholding Environmental Management Plan on the project.

The Project Manager:

- a) arranges information meetings for or consults with I&AP's about the impending construction activities.
- b) may on the recommendation of the Engineer and /or Environmental Officer order the Contractor to suspend any or all works on site if the Contractor or his Subcontractor/ supplier fails to comply with the said specifications.
- c) maintains a register of complaints and queries by members of the public at the site office as per appended pro-forma (Appendix B). This register is forwarded to the ECO on a monthly basis

PSZ 3.2 Engineer / Supervisor (NEC)

The Engineer or Supervisor is responsible for.

- a) enforcing the environmental specification on site;
- b) enforcing the environmental specification on site;
- d) monitoring compliance with the requirements of the specification;
- c) assessing the Contractor's environmental performance in consultation with the Environmental Officer from which a brief monthly statement of environmental performance is drawn up for record purposes;
- e) documenting, in conjunction with the Contractor, the state of the site prior to construction activities commencing. This documentation will be in the form of photographs or video record

PSZ 3.3 Environmental Control Officer

The Environmental Control Officer.

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- a) briefs the Contractor about the requirements of the Environmental Specification and/ or Environmental Management Plan, as applicable;
- b) advises the Project Manager and Engineer/ Supervisor about the interpretation, implementation and enforcement of the Environmental Specification and other related environmental matters;
- d) monitoring compliance with the requirements of the specification;
- c) attends site meetings, as necessary;
- e) monitors the Constructor's compliance with this specification and the project environmental specification as applicable;
- f) undertakes periodic audits of the effectiveness of the environmental specifications on the site;
- g) communicates environmental policy issues to the Project Manager;
- h) provides technical advice relating to environmental issues to the Engineer/ Supervisor and Project Manager;
- i) reports on the performance of the project, in terms of environmental compliance, in the "Water Quality Status of Rivers and Impoundments in the Water Services Authority Operational Area and in accordance with Environmental Management Plan report requirements.

PSZ 3.4 Environmental Officer

The Environmental Officer:

- a) attends site meetings;
- b) monitors the site for compliance with the Environmental Specification and EMP;]
- c) reports on the performance of the project in terms of environmental compliance to the ECO and Project Manager as per the pro-forma attached as Appendix C;
- d) liaises with the ECO and/ or New Works Environmental Officer on matters of policy and those requiring clarity and advice

PSZ 3.5 Extent of the Contractor's Obligations

The Contractor is required to:

- a) provide information on previous environmental management experience and Contractor environmental policy in terms of the forms contained in Section 6 of the Document;
- b) supply method statements for all activities requiring special attention as specified and/or requested by the Project Manager, Environmental (Control) Officer and/or Engineer during the duration of the Contract;
- c) be conversant with the requirements of this environmental specification, the project specification and environmental management plan, as applicable;
- d) brief his staff about the requirements of the environmental specification;
- e) comply with requirements of the Environmental (Control) Officer in terms of this specification and the project specification, as applicable, within the time period specified;

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- f) ensure any sub-contractors/ suppliers who are utilised within the context of the contract comply with the environmental requirements of the Employer, in terms of the specifications. The Contractor will be held responsible for non-compliance on their behalf;
- g) bear the cost of any delays, with no extension of time granted, should he or his Sub-Contractors/Suppliers contravene the said specifications such that the Engineer orders a suspension of work. The suspension will be enforced until such time as the offending party(ies), procedure, or equipment is corrected;
- h) bear the costs of any damages/ compensation resulting from non-adherence to the said specifications or written site instructions;
- i) comply with all applicable legislation in terms of PSZ 3.6 below;
- j) ensure that he informs the engineer timeously of any foreseeable activities which will require input from the Environmental (Control) Officer;
- k) The Contractor will conduct all activities in a manner that minimises disturbance to directly affected residents and the public in general, and foreseeable impacts on the environment

PSZ 3.6 Compliance with Applicable Laws

The supreme law of the land is “The Constitution of the Republic of South Africa”, which states:

“Every person shall have the right to an environment which is not detrimental to his or her health or well being”

Laws applicable to protection of the environment in terms of Environmental Management (and relating to construction activities) include but are not restricted to:

Animals Protection Act , Act No 71 of 1962

Atmospheric Pollution Prevention Act, No 45 of 1965

Conservation of Agricultural Resources Act, No 43 of 1983

Environmental Conservation Act, No 73 of 1989

Environmental Planning Act, Act No 88 of 1967

Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, No 36 of 1947

National Veld & Forest Fire Act, No 84 of 1998

Forest and Veld Conservation Act, Act No 13 of 1941

Hazardous Substances Act, No 15 of 1973

Lake Areas Development Act No 34 of 1975

Land Survey Act, No 9 of 1921

Minerals Act, No 50 of 1991

Mountain Catchment Act, No 63 of 1970

National Environmental Management Act, No 107 of 1998

National Heritage Resources Act of 1999

National Monuments Act, No 28 of 1969

National Parks Act, No 57 of 1976

National Resources Development Act, Act No 51 of 1947

Occupational Health and Safety Act, No 85 of 1993

Professional Engineering Act, No 46 of 2000

Provincial and Local Government Ordinances and Bylaws

Soil Conservation Act, Act No 76 of 1969

Water Act, No 36 of 1998

Water Services Act, No 108 of 1997

and all regulations and municipal by-laws framed there under and amendments there to.

PSZ 3.7 Compliance with the Environmental Specification

The Contractor is deemed not to have complied with the Environmental Specification if:

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- a) within the boundaries of the site, site extensions and haul/ access roads there is evidence of contravention of clauses;
- b) if environmental damage ensues due to negligence;
- c) the Contractor ignores or fails to comply with corrective or other instructions issued by the Project Manager or Engineer within a specified time; and
- d) the Contractor fails to respond adequately to complaints from the public

Application of a penalty clause will apply for incidents of non-compliance. The penalty imposed will be per incident. Unless stated otherwise in the project specification, the penalties imposed per incident or violation will be:

Failure to demarcate working servitudes	R 1 500
Working outside of the demarcated servitude	R 2 000
Failure to strip topsoil with intact vegetation	R 2 000
Failure to stockpile topsoil correctly	R 1 500
Failure to stockpile materials in designated areas	R 1 000
Pollution of water bodies (including increased suspended solid loads)	R 2 000
Failure to provide adequate measure to control storm water runoff	R 1 000
Failure to provide adequate sanitation	R 750
Unauthorised removal of woody vegetation	R 3 000
Failure to erect temporary fences	R 750
Failure to provide adequate waste disposal facilities and services	R 750
Failure to reinstate disturbed areas within the specified time-frame	R 3 000
Failure to rehabilitate disturbed areas within the specified time-frame	R 3 000
Any other contravention of the project specific specification.....	R 2 000
Any other contravention of the particular (general) environmental specification	R 500

The scope of the Project Environmental Specification is to set out project specific interpretations of, variations and additions to the Particular Specification. Should any conflict arise between the Project and Particular Specification, the project specification shall take preference

PSZA SITE ESTABLISHMENT AND HOUSEKEEPING

PSZA 1 Layout

The Contractor will take into account any of the limitations identified in the project specification with regard to establishment of site, in particular the location of access routes, and establishment layout.

Notwithstanding the provision of a project specification, the Contractor will provide the Project Manager and Environmental Control Officer with a layout design of the site indicating the position of all of the following, as applicable: offices, ablution facilities, storage areas, workshops, laboratories, batching plant, particulate matter stockpile area (i.e. soil/ granular chemicals/ cement fines etc), waste disposal facilities, hazardous substances storage area, access routes, etc.

The accommodation of labour on-site is discouraged. Should accommodation be required the Contractor shall furnish the following details to the Project Manager and ECO : type of structures, water supply, sanitation, cooking facilities, control of waste water. All accommodation are to be removed at the end of the contract.

This layout plan is to be submitted prior to site establishment for acceptance. Any changes to this plan require review by the Project Manager in conjunction with the ECO. The Contractor will take into account prevailing wind directions when designing the site layout to minimise impacts due to dust, unpleasant odours etc.

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The Contractor will take into account the positions of residences when designing the site layout in order to minimise noise impacts on the residents.

Site security lighting is to be positioned such that the direct beam is focused away from residential properties and does not pose a nuisance or danger to road users.

No site establishment will be allowed within 100 m of a water body or drainage channel or on a flood plain unless approved by the Environmental (Control) Officer or specified in the project specification.

PSZA 2 Site Clearance

No trees or shrubs may be removed without the prior permission of the Environmental Officer, unless in keeping with the final site reinstatement and rehabilitation plan.

Topsoil is to be stripped from all areas where permanent or temporary structures and access roads are to be constructed. Topsoil conservation is to be in terms of clause PSZB 5.3 of this document.

PSZA 3 Services

PSZA 3.1 Sanitation

Portable chemical toilets are to be utilised at site unless a connection to sewer is possible or a proper septic tank system is installed. In the case of the septic tank, the installation will require the relevant approvals from the local authority and will require removal upon completion of the contract, unless otherwise directed.

Sanitation facilities will be located within 100 m from any point of work, but not closer than 50 m to a water body.

PSZA 3.2 Solid Waste Facilities

Facilities for solid waste collection are to be provided. These are to be at least a 200 litre drum and clearly identified as the point for waste disposal.

Waste is to be separated into paper, glass and metal with separate collection points for each. The Contractor will ensure that the appropriate recycling contractors receive this waste.

The Contractor is to institute a daily litter collection programme. The collected waste is to be disposed of regularly and proportionately to its generation at a site designated for waste disposal.

No burning will be permitted on any site unless by approved incineration methods and in a low risk fire area. In the case of incineration, ash is to be co-disposed with spoil in a designated spoil dump. No burying of waste will be allowed on any site.

PSZA 3.3 Cooking and Heating Facilities

No open fires will be allowed anywhere on site.

Contained fires (i.e. in a fire drum) will be allowed for heating and cooking only in designated areas, in other cases cooking is restricted to gas or electrical equipment.

PSZA 4 Fuels, Hazardous Substances and other Liquid Pollutants

PSZA 4.1 Storage and handling

All potentially hazardous raw and waste materials are to be handled by trained staff and stored on site in accordance with manufacturer's instructions and relevant legal requirements. The product MSDS is to be lodged with the Engineer.

Storage and handling areas for fuels, lubricants, chemicals and other hazardous substances are to be paved with concrete to prevent accidental contamination of the soil. Alternatively, an impermeable liner may be placed beneath above-ground storage tanks. The integrity of the liner is to remain intact for the duration of the contract, until removal.

Open storage vessels, for example shutter lubricant drums, are to be stored under cover to prevent 'splash' contamination.

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All storage areas are to be bunded (with at least sandbags) and have a peripheral collection drain, with oil interceptors (if required).

The bunded area is to be sufficiently large to contain a spillage equivalent to the volume of one container of the substances stored.

All products to be dispensed from 200 litre drums will be done so with appropriate equipment, and not dispensed by tipping of the drum.

Daily checks are to be conducted on the dispensing mechanism of above-ground storage tanks to ensure the timeously identification of faults.

Collection containers (e.g. drip trays) are to be placed under all dispensing mechanisms of hydrocarbon or hazardous liquid substances to ensure contamination from leaks and dispensing is contained.

The dispensing mechanism of diesel and petrol storage tanks is to be stored in a container when not in use.

PSZA 4.2 Control of pollutants

A drainage diversion system is to be installed to divert runoff from areas of potential pollution, e.g. batching area, vehicle maintenance area, work shops, chemical and fuel stores, etc.

Contaminated runoff and waste water is to be directed into a collection system (e.g. sump, attenuation dam, PVC porta-ponds etc.) for treatment or collection and disposal. The final collection point (e.g. sump) is to be PVC lined.

Collected contaminated runoff/ wastewater is to be pumped out of the final collection point and disposed of at an appropriate landfill site. Sump liners are to be treated in the same manner.

The treated waste water, effluent and contaminated runoff may require analysis prior to discharge as detailed in the project specification.

Details regarding proposed methods for treatment of pollutants are to be submitted to the Environmental (Control) Officer for acceptance upon award of the Contract.

Any spillages, irrespective of their size, are to be contained and cleaned up immediately. The Environmental Control Officer is to be notified.

The Pollution Control section may provide technical assistance for clean-up, if required. No spills may be hosed down into a stormwater drain or sewer.

Use of specialised cleanup techniques and/ or products may be required depending on the spill. This will be instructed by the Environmental Control Officer. These will be to the Contractor's cost.

The Contractor shall ensure that all plant is in a good working order. Hydrocarbon (e.g. diesel, petrol, oil and hydraulic oil) leaks exceeding the normal operating parameters of the plant shall not be operated and repairs are to be affected within 24 hrs.

PSZA 5 General

Site staff are not permitted to use any open water body or other natural water source (e.g. springs) for purposes of bathing, or the washing of clothes, machinery or vehicles. Nor draw water from a spring without the permission of the community utilising that spring.

PSZA 6 MEASUREMENT AND PAYMENT

Measurement and payment for compliance with clauses PSZA1 to 5 of the specification are deemed to be fully included in the Contractor's rates for fixed and time related Preliminary and General Items scheduled under SANS 1200 A or AA.

PSZB CONSTRUCTION

PSZB 1 Construction Methods and Programme

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PSZB 1.1 Construction Method

The Contractor will provide method statements for construction activities (14 working days prior to the activity commencing) relating to the following environments and those listed in the project environmental specification, unless methods have been prescribed in this or the project environmental specification:

- i. rivers, streams, or any other open water body;
- ii. wetlands;
- iii. access roads (see PSZB 13 below);
- iv. steep slopes (i.e. steeper than 1:4) or less if friable material is present;
- v. indigenous bush/ forest;
- vi. close proximity (i.e. 50 m or less) to a residential dwelling;
- vii. drilling and/or blasting of rock.

If a construction method employed by the Contractor is not environmentally acceptable to the Employer, the Contractor may be instructed to cease the utilisation of that method in favour of a more environmentally acceptable one, proposed either by himself or the Employer.

PSZB 1.2 Construction Programme

The Contractor will programme construction so as to minimise the impact on the environment and provide this programme to the Environmental Control Officer for perusal and acceptance at the onset of the contract period. The ECO is to be made aware of any amendments to the construction programme or alterations to the scope of work in order that their impacts on the environment can be assessed.

The construction programme will need to take into account limitations of the environment in terms of construction activities. These may include scheduling construction in terms of seasonality of water bodies, growth and dormancy periods of fauna and flora, etc. The project specification will detail necessary requirements relating to specific aspects of the project which will require attention in terms of construction scheduling.

The Contractor (through the Project Manager) will ensure that all affected landowners/ authorities are advised of the proposed programme at the beginning of the contract period.

PSZB 2 Areas Occupied / Demarcation of site

Routes for temporary access and haul roads are to be located within the approved demarcated areas and vehicle movement is to be confined to these roads. Movement of vehicles outside the designated working areas is not permitted without authorisation from the Engineer.

All construction activities are restricted to working areas designated on the drawings and/or demarcated and approved by the Engineer. Materials including spoil are stockpiled at designated areas.

Any areas disturbed outside of the demarcated areas or without permission of the Environmental (Control) Officer or Engineer will be subject to reinstatement and rehabilitation (as per PSZC below) to the Contractor's cost.

In terms of pipeline projects, a general maximum working servitude width of 15 m will apply for machine excavation unless otherwise indicated in the project specification. A maximum width of 6 m will apply for manual excavation. These maximum working servitude widths may vary depending on the sensitivity of the environment, as detailed in the project specification.

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In sensitive biophysical environments, for example wetlands, indigenous forest / bush, pristine natural grasslands, and sensitive social environments, as defined in the project specification or by the ECO, the working servitude is reduced as indicated in the project specification.

The working servitude shall contain all construction related activities, including, stockpiling of materials, placing of toilets, vehicle movement areas, etc.

Demarcation of linear projects (executed with machine excavation) and features (e.g. pipelines, access roads, etc.) will be by means of wooden stakes. These stakes will be at least 1 m high, painted white and placed at least every 15 m, on either side of the linear feature, in all areas where works are occurring. Progressive movement of stakes is required as linear projects progress.

In the case of a fenced site, the boundary fences will be denoted as the outermost limit of the site, but internal areas may be demarcated with stakes as above. The site boundaries of non-fenced, but 'contained' projects are to be delineated using stakes or temporary fencing, depending on the hazard which that site poses.

PSZB 3 Supply of Works Facilities

No water may be abstracted from water bodies for the purposes of construction, without approval of the Engineer in consultation with the Environmental Control Officer.

PSZB 4 Cleanliness

SANS 1200 AD, clause 5.2.4, second sentence, is to read: "No rubbish or debris shall be deposited below the full supply level (FSL)."

PSZB 5 Site Clearance

PSZB 5.1 Clearance

Spoil sites will require clearing and grubbing in addition to those areas in terms of SANS 1200 C 5.1.

The site shall only be cleared immediately prior to construction activities commencing i.e. at the last practicable stage.

Prior to the commencement of any vegetation clearing or tree felling activities, the Contractor is to timorously inform and confirm areas to be cleared onsite with the Environmental Control Officer (ECO).

Vegetation clearing will only commence after the site has been clearly demarcated by means of danger tape, temporary fencing or other approved methods. Clearing shall be contained to the demarcated working.

No trees or indigenous shrubs may be removed without the prior permission of the Environmental (Control) Officer, unless in keeping with the final site reinstatement and rehabilitation plan.

PSZB 5.2 Disposal of materials

Material obtained from clearing and grubbing operations shall be disposed of at appropriate municipal disposal facilities. They are not to be disposed of as per Paragraph 1 of Sub-clause 3.1 of SANS 1200 C. Vegetative material may not be burnt.

Wood obtained from clearing and grubbing operation remains the property of the landowner/ community and must be stacked at sites designated by relevant person. The Contractor will be required to remove and dispose of any wood from site at a designated site for vegetation disposal, should the landowner/ community not require it.

All tree trunks and branches of diameter greater than 50 mm are to be cut into lengths not exceeding 2400 mm.

Brush wood (i.e. < 50 mm diameter) is to be disposed of, or utilised as specified in the project specification or upon instruction of the Engineer.

PSZB 5.3 Conservation of topsoil

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The Contractor is required to strip topsoil (as defined in this specification) together with grass, groundcover and sedges from all areas where permanent or temporary structures are located, construction related activities occur, and access roads are to be constructed, etc. The depth to which topsoil will be stripped shall be 200 mm unless stated otherwise in the project specification.

Topsoil is to be handled twice only - once to strip and stockpile, and secondly to replace, level, shape and scarify.

Topsoil is to be replaced along the contour.

Topsoil is to be replaced by direct return (i.e. replaced immediately on the area where construction is complete), rather than stockpiling it for extended periods. This is feasible for progressive construction (e.g. pipelines), but not necessarily so for reservoirs, site establishments, dams, etc.

Topsoil stockpiles are not to exceed 2 m in height.

Topsoil stockpiles are to be maintained in a weed free condition (i.e. no 'broad-leafed' plants regarded as weeds in terms of the Conservation of Agricultural Resources Act No 43 of 1989, or those plants regarded as a 'general nuisance in the area' are to be growing on the stockpiles). The ECO will provide guidance as to which plants are weeds and require removal.

The stockpiles are not to be contaminated with sub-soil, or any other waste material.

Topsoil may not be compacted in any way, nor may any object be placed or stockpiled on it.

Topsoil which is to be stockpiled for periods exceeding 4 months is to be vegetated. In summer a mixture of *Eragrostis tef* (Teff) and *Eragrostis curvula* (Weeping Lovegrass) (ratio 1:2) is to be applied at an application rate of 6 kg/ha, unless otherwise instructed in the project specification.

In winter, a mixture of *Lolium multiflorum* (Annual/Italian Rye grass) and *Eragrostis curvula* (Weeping Lovegrass) (ratio 1:1) is to be applied at an application rate of 6kg/ha (see PSZC 5.3 for sowing times), unless otherwise instructed in the project specification. Fertiliser is to be applied as per PSZC 5.2.

PSZB 5.4 Cutting of trees

Any tree branches which require removal are to be properly pruned and sealant applied to the cut surface, if required.

The Contractor's attention is drawn to Sub-clause 5.2.3.3 of SANS 1200 C with respect to work in indigenous forests.

Any indigenous trees or bush which require removal in terms of the project, and which have not been identified in the project specification or EMP, are to be timeously indicated to the Environmental Officer prior to work affecting them.

PSZB 5.5 Landscape Preservation and Conservation of Flora

Notwithstanding Clause 5.7 of SANS 1200 C, the Contractor will be required to transplant designated plants to alternative locations as specified in the project specification or identified by the ECO, upon the instruction of the Engineer.

Transplanting shall be undertaken by employing the following method:

Removal

- a) Mark the orientation of the tree/shrub (for example, the north-facing side of the trunk indicated by a small arrow made with indelible ink) trunk. Do not scratch a mark on the surface of the trunk;
- b) Delineate a circle from the trunk with a radius equivalent to the drip-line of the tree, or as indicated by the ECO on site;
- c) Excavate the tree with an intact rootball

Replanting

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- a) A hole 500 mm larger in diameter than the anticipated rootball must be prepared in advance of the tree removal in order that the tree can be replanted immediately;
- b) The tree must be positioned as per its original orientation;
- c) A planting method known as 'puddling' must be employed. This method involves the addition of soil and water simultaneously to expels air from the planting hole. Place the tree in its new hole, making sure the top surface of the rootball is level with the ground level. Place a hose pipe in the hole and leave it running whilst extra soil is added around the rootball;
- d) Compact the tree in the hole and attach tree stays for stabilisation

Compensatory planting of species may be required should transplantation not be feasible, as indicated in the project specification or upon instruction of the Engineer.

PSZB 6 Earthworks

PSZB 6.1 Backfill material

With reference to SANS 1200 DB subclause 3.5, no material stripped or excavated which is classed, in terms of this specification, as topsoil, may be used as backfill in any excavation.

PSZB 6.2 Excavation and backfilling

During excavation 'conservation of topsoil', as specified in PSZB 5.3 above will apply.

Excavated material is to be stockpiled along a pipeline trench within the working servitude, unless otherwise authorised. Figure 2 (Appendix A) illustrates a conceptual layout for working within a pipeline trench servitude.

Surplus excavated soft, intermediate and hard rock material shall not be disposed of along the pipeline trench as indicated in SANS 1200 DB subclause 5.6.3 and 5.6.4, but shall be removed to a spoil site (see PSZB 15 below) designated in the project specification, or indicated by the Engineer in conjunction with the Environmental Control Officer and Project Manager.

In certain cases, for example to help stabilise the disturbed area or to reinstate the natural aesthetics of an area, excess excavated intermediate and hard material may be disposed of in a designated manner along a pipeline trench, as indicated by the ECO and Project Manager, or in the project specification. In this case, rock material shall not exceed 250 mm in maximum dimension. (see PSZC 2.1).

In terms of SANS 1200 DB 5.6.5 and SANS 1200 LB 3.4.2, deficiency of backfill material shall not be made up by excavation within the free haul distance of 0.5 km of site, without the prior approval of the Engineer of the source of the material. Where backfill material is deficient, it should ideally be made up by importation from an approved borrow pit (i.e. one which operates within the ambient of an EMPR.) (See also PSZB 14 below).

The Contractor will backfill in accordance with the requirements of progressive reinstatement. The maximum length of open trench shall be specified in the project specification.

PSZB 7 Safety

All works which may pose a hazard to humans and animals are to be adequately protected and appropriate warning signs erected. The Contractor's attention is drawn to SANS 1200 D section 5.1 in this regard.

With reference to SANS 1200 D 5.1.1.3, where blasting is required in terms of the project, the Contractor will ensure that all structures in the vicinity that could be affected by the activity will be inspected and their condition photographically recorded (as necessary), prior to blasting.

Notice of intent to blast is to be provided to landowners timeously.

Speed limits, appropriate to the vehicle driven, are to be observed at all times on access roads. Operators and drivers are to ensure that they limit their potential to endanger humans and animals at all times, by observing strict safety precautions.

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PSZB 8 Plant**PSZB 8.1 Silencing of plant**

With reference to SANS 1200 A amend: “built up areas” : to read as “all areas within audible distance of residents (albeit urban , peri-urban or rural areas).”

Appropriate directional and intensity settings are to be maintained on all hooters and sirens.

Silencer units on equipment and vehicles are to be maintained in good working order.

Construction activities are to be confined to normal working hours (07h00 - 17h00) Mondays to Fridays only.

PSZB 8.2 Appropriate use of plant

The Contractor will at all times use plant which is appropriate to the task in order to minimise the extent of damage to the environment.

PSZB 9 Dealing with Water on Works**PSZB 9.1 Disinfection of Potable Water Infrastructure**

Disinfection water is to be neutralised before release of this water to the environment.

PSZB 9.2 Discharge of water from site

Any water which is discharged from site is to comply with the relevant Water Quality Guidelines implemented by DWS.

Water discharged to the stormwater / sewer system may only be done so with the permission of the relevant local authority.

PSZB 10 Control of Erosion

Surface erosion protection measures will be required to prevent erosion where slopes are steeper than 1:8 on all soil types.

Erosion protection measures required may include all or some of the below, as specified in the project specification or upon instruction of the Engineer in conjunction with the Environmental (Control) Officer:

- i. use of groundcover or grass
- ii. construction of cut off berms (earth and/or rockpack) - these are to be angled across the contour and normally would approximate an angle of 30° from the bisector of the contour.
- iii. placing of brush wood on bare surface;
- iv. pegging of wattle trunks or branches along the contour;
- v. hard landscaping, e.g. use of Loffelstein walls, ground anchors, gabions etc.

Scour chambers are to be fitted with energy dissipaters, or the jet of water directed onto a protected (i.e. grouted stone pitching/ rock pack/ reno mattress) area to dissipate water velocity and to control and prevent erosion.

Storm water drainage measures will be required on site to control runoff and prevent erosion.

PSZB 11 Control of Pollution

No waste in a solid, liquid or gaseous state shall be emitted from or spilled on the site without the approval of the Engineer.

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No mixed concrete shall be deposited directly onto the ground prior to placing. A board or other suitable platform is to be provided onto which the mixed concrete can be deposited whilst it awaits placing.

Excess concrete from mixing shall be deposited in a designated area awaiting removal to an approved landfill site, or for use in embanking around a reservoir, provided that it doesn't affect compliance with the technical specification.

The Contractor will contain wash water from cement mixing operations, by directing the water into a sump for collection. The material contained in the sump will be removed to an appropriate landfill site, or included in a reservoir embankment, provided that it doesn't affect compliance with the technical specification.

No concrete rubble shall be present within the top 1.5 m of the embankment.

Liquid wastes will not be disposed of to storm water drains. They may be disposed of to sewer only if permitted by (local council) legislation.

In the event of pollution of a water body (including sediment loading), the Contractor will provide alternative water supply to users of that water body until the quality of the water body is restored to its previous unpolluted state. For the sake of this clause, pollution is deemed to be a state which is substandard to the normal quality of the water body, but is not necessarily in contravention of the South African Water Quality guideline standards for a prescribed activity.

Any ancillary damages resulting from pollution of a water body will be repaired / remediated at the Contractor's cost.

Where, due to construction requirements, pollution of a water body may potentially occur, the Contractor is to ensure adequate measures (e.g. attenuation/ settlement dams / oil absorbent products) are in place to prevent pollution. A method statement is to be provided to this effect (see PSZB 1).

PSZB 12 Control of fire

The Contractor will ensure he has the necessary firefighting equipment on site in terms of SANS 1200. This will include at least rubber beaters when working in 'veld' areas, and at least one fire extinguisher of the appropriate type when welding activities are undertaken, irrespective of the site. The Contractor is to ensure he is aware of the requirements of landowners, especially forestry plantation owners, in terms of fire control regulations on their property. Specific firefighting requirements will be detailed, as necessary, in the project specification.

A minimum requirement for construction in commercial forestry areas will be a water bowser/ cart (min. 5000 litres) equipped with a pump and hose (minimum 30 m) which shall be permanently on site, unless otherwise stated in the project specification.

PSZB 13 Use and Maintenance of Access Facilities

PSZB 13.1 Responsibility

The Project Manager [not the Contractor (SANS 1200 AD 5.3.1)] will be responsible for obtaining permission for temporary and permanent rights of way over all private property affected by project activities.

The Project Manager will ensure that the Contractor has kept a photographic record of all access facilities and that these are reinstated to a state not worse than upon commencement of the project and to the satisfaction of the landowner (not withstanding that the project's objective is not to upgrade landowners' access roads).

PSZB 13.2 Fencing

Temporary fencing is to consist of 1.2 m bonnox fencing, or similar, suitably tensioned and supported on 1.8 m fencing standards at 3 m intervals, with all necessary straining posts and stays.

All temporary fencing as indicated by the Engineer is removed on completion of the contract.

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PSZB 13.3 New Access Roads

Any construction roads created for execution of the project are to be designed to incorporate adequate drainage and water attenuation structures.

Any access roads which incorporate 'cut and fill' aspects and/or which are to be surfaced during construction are to be authorised by the Environmental Control Officer and Project Manager. Prior to construction of the road, the Contractor will be required to provide a sketch plan of the road layout (referenced to local topographic, natural and man-made structures). Slope steepness, road width, drainage structures and their frequency will need to be documented and attached to the sketch layout.

Construction access roads may not be wider than that necessary (maximum width 4 m) for movement of vehicles in one direction only. Should two-way traffic be required, points people are to control vehicle movement on the 'single lane' road or passing bays are to be used where specified in the project specification or as identified by the Engineer in conjunction with the Environmental Control Officer, unless otherwise stated in the project specification.

The cut and fill slopes of permanent roads will require grassing, as specified in the project specification or by the ECO, to increase stability and reduce aesthetic impacts. Hard landscaping may be required as per the project specification.

Temporary construction roads will require rehabilitation on completion of construction activities for which they were required. These roads will require rehabilitation as per PSZC 4 or as specified in the project specification. In the case of access 'tracks', only ripping to loosen compaction will be required unless otherwise stated by the ECO or project specification.

Access roads created by the project may only remain unrehabilitated on written request of the landowner, with his acceptance of the state of the road and a clause that the landowner accepts all responsibility for the road and its state.

PSZB 13.4 Maintenance of Existing Access Roads

The Contractor will record, photographically, the state of existing roads which are to be used for access, prior to plant utilising these roads.

During the contract period, the Contractor will ensure that all existing water attenuation and drainage structures are maintained in a state in which they can optimally perform their function.

Upon completion of the construction period, the Contractor will ensure that the access roads are returned to a state not worse than prior to construction commencing.

PSZB 14 Borrow Pits

Where the Contractor is required to import material this shall be from commercial sources or borrow areas specified in the project specification.

The Contractor may source material from alternative borrow pits provided: the site location; method of winning material and reinstatement and rehabilitation are environmentally acceptable and approved by the ECO.

In this regard, the Contractor shall give the ECO in writing, 30 days prior to opening up alternative borrow pits the following information for acceptance:

- i. quantities of borrow material required;
- ii. method statement for excavation of material including depth and extent of excavation;
- iii. anticipated 'active life' of the borrow area;
- iv. proposal for reinstatement and rehabilitation of borrow area, including final profile;
- v. written approval from the landowner/ relevant authority that material may be removed from their land subject to their stated conditions, requirements, and royalties, and if the proposal is acceptable to the ECO.

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- vi. Development and rehabilitation of borrow pit areas are likely to include the following activities (but these must not be regarded as exhaustive):
- vii. Stripping and stockpiling of topsoil as per PSZB 5.3 of this specification;
- viii. Removal (to nominal depth of 500 mm) and stockpiling of sub-soil;
- ix. Infill of borrow pit with spoil material;
- x. Contouring of borrow pit to approximate natural topography and/ or reduce erosion impacts on the site;
- xi. Placement of excavated subsoil over spoil material;
- xii. Placement of stripped topsoil on subsoil;
- xiii. Grassing of topsoil in terms of clause PSZC 4 of this specification.

The Contractor is to familiarise himself with the requirements of the Minerals Act No 50 of 1991 in terms of borrow pit development, and the requirements of the EMPR, as applicable.

PSZB 15 Spoil Sites

Where the Contractor is required to spoil material, spoil sites must be identified which are environmentally acceptable and approved by the ECO, unless spoil site areas have been identified in the project specification, in which case these will be the designated spoil sites.

If no spoil sites have been previously identified together with reinstatement and rehabilitation criteria, the Contractor is to provide the following information to the E(C)O at least 30 days prior to requiring sites to spoil material:

- i. the location, description of and access to alternative sites identified in order that they may be assessed;
- ii. the quantity of material to be spoiled;
- iii. the type of material to be spoiled (i.e. blast rock/ excavated rock/ soft shale/ subsoil etc.);
- iv. the proposed method of spoiling;
- v. the proposed reinstatement and rehabilitation plan including final profile;
- vi. written approval from the landowner/ relevant authority that material may be spoilt on land subject to their stated conditions and requirements and if the proposal is acceptable to the ECO.
- vii. Development and rehabilitation of spoil areas are likely to include the following activities (but these must not be regarded as exhaustive):
- viii. Stripping and stockpiling of topsoil as per PSZB 5.3 of this specification;
- ix. Removal (to nominal depth of 500 mm) and stockpiling of sub-soil;
- x. Placement of spoil material;
- xi. Contouring of spoil site to approximate natural topography and/ or reduce erosion impacts on the site;
- xii. Placement of excavated subsoil over spoil material;
- xiii. Placement of stripped topsoil on subsoil;
- xiv. Grassing of topsoil in terms of clause PSZC 4 of this specification

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PSZB 16 Nuisance**PSZB 16.1 Dust**

At all times the Contractor shall control dust on the site, access roads, borrow pits and spoil dumps with water, chemical soil stabilisers or temporary surfacing as specified in the project specification or upon instruction of the Engineer. Additional dust attenuation measures, for example screens, may be required as specified in the project specification.

Dust control shall be sufficient so as not to have significant impacts in terms of the biophysical and social environments. These impacts include visual pollution, decreased safety due to reduced visibility, health aspects, and ecological impacts due to dust particle accumulation.

On gravel or earth roads, vehicle speeds may not exceed 45 km per hour.

PSZB 16.2 Noise

The operational layout of the construction site is to be designed to control and reduce noise from source (see clause PSZA 1).

Machinery and vehicle silencer units are to be maintained in good working order. Offending machinery and /or vehicles will be banned from use on site until they have been repaired.

Construction activities generating output levels of 85 dB(A) or more (excessively noisy), in residential areas, are to be confined to working hours (08h00 - 17h00) Mondays to Fridays only.

'Normal' or 'noisy' working hours may only be extended with the prior written approval of the Project Manager, who has been notified, at least 7 days in advance, of the impending work requiring extension.

The Project Manager will ensure that the neighbours are timeously forewarned of imminent noisy activities.

Should community complaints be received with regard to noise generation, the Contractor will, at the discretion of the Project Manager and Environmental Control Officer, provide an independent and registered noise monitor to undertake a survey of noise output levels from site, and implement measures to reduce noise to legislated levels.

PSZB 16.3 Visual

All site establishment components, as well as equipment, will be positioned to limit visual intrusion to neighbours (see clause PSZA 1 above).

The type and colour of roofing and cladding materials are to be selected to reduce reflection.

Security lighting (both temporary and permanent) and lighting required for specific works activities must be placed such that it is not a nuisance to residents and the general public.

PSZB 16.4 Interference with neighbours and public

No construction staff may approach site neighbours, for whatever reason, without the knowledge and permission of the Project Manager.

Complaints from neighbours and public with regard to interference from contract staff will be regarded in a serious light, and the offender(s) may be subject to disciplinary action.

PSZB 16.5 Disruption of Services

Disruption of services, e.g. road access, water and electricity, must be kept to a minimum at all times. Where service disruption is unavoidable, the Contractor is to advise the Project Manager (at least 7 days in advance), who in turn will timeously warn the affected parties.

PSZB 17 Special Environments**PSZB 17.1 Wetlands**

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Pipeline trenches which traverse wetlands shall be constructed as specified in the project specification. The Contractor will submit a method statement for work in wetland areas as per PSZB 1.1

Construction may not permanently alter the surface or subsurface flow of water through the wetland. The Contractor shall submit a method statement for review at least 14 days prior to commencing construction in a wetland.

The Contractor will remove all wetland vegetation, as indicated in the project specification or by the ECO, with their root ball intact. This vegetation is to be kept moist at all times. It is to be placed in the shade and covered with moistened hessian cloth until replanting, which is to be undertaken immediately surface reinstatement is complete.

No construction materials may be stockpiled in any wetland areas.

The pre-construction profile of the wetland shall be returned to one similar as before construction, with no created "ridge or channel" features present.

PSZB 17.2 River/ stream courses

The Contractor shall submit a method statement for review 14 days prior to commencing construction. The method statement should highlight (but not be confined to) the following issues:

- i. detailed plan of crossing including pipe protection works;
- ii. how water flow will be diverted during construction (if applicable);
- iii. containment of contaminated runoff and waste water;
- iv. width of working servitude (if not already detailed in project specification);
- v. final expected profile of river/ stream banks;
- vi. reinstatement and rehabilitation of river/ stream banks.

The Contractor will remove herbaceous riparian vegetation as indicated in the project specification or by the ECO, with their root ball intact. This vegetation is to be kept moist by means of placing it in the shade, covered with moistened hessian cloth until it is replanted.

The Contractor shall not modify the banks or bed of a water course unless as specified in the project specification.

Rocks for use in gabion baskets/ reno mattresses may not be obtained from a water course.

The Contractor will not pollute any water body as a result of construction activities (see also PSZB 11).

The Contractor shall not cause any physical damage to any aspects of a water course, other than those necessary to complete the works as specified and in accordance with the accepted method statement

Where a stream or river crossing requires the diversion of water, a method statement is to be provided to the ECO in this regard for review.

PSZC : REINSTATEMENT AND REHABILITATION

Scope: The intention of this section is to ensure that the condition of the areas disturbed by the project are returned to a state that approximates what they were before the project or better, within reason. The concept of progressive reinstatement is fundamental to cost effective (both financial and environmental) rehabilitation of a site. This concept must be followed at all times. Where landscaping is utilised, the concept is to utilise and restore indigenous plants to the site, in terms of the concept of xeriscaping.

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Reinstatement will be required for all areas disturbed by the project. For pipeline projects, this will include the full working servitude, not just the top of actual excavation as per SANS 1200 DB (subclause 5.9.1.1)

Reinstatement and rehabilitation will ensure that all areas disturbed by the project are returned, within reason, to a state not worse than before the project commenced.

The Contractor will reinstate and rehabilitate all disturbed areas outside of the demarcated working area (as defined in terms of clause PSZB 2 or the project specification) at his own cost and to the satisfaction of the Environmental Control Officer and Project Manager.

PSZC 1 Housekeeping

All areas are to be cleared of rubble associated with construction. This includes the removal of surplus materials, excavation and disposal of consolidated waste concrete and concrete wash water, litter, etc. All soil contaminated by hydrocarbons, for example from leaking machines, refuelling spills etc., is to be excavated to the depth of contaminant penetration, placed in 200 litre drums and removed to an appropriate landfill site.

PSZC 2 Finishing

PSZC 2.1 Final Grading

Final levels of all disturbed areas are, where feasible in terms of the project requirement, to be consistent with the natural topography of the area.

In certain instances, it will be acceptable to reinstate rock onto a works area (e.g. pipeline servitude), provided that that rock does not exceed 250 mm in maximum dimension and is placed in a manner consistent with the natural surrounds as indicated by the ECO and Project Manager.

All drainage lines affected by construction are to be reinstated to approximate their original profile. Where this is not feasible due to technical constraints, the profile is to be agreed upon by the ECO and Project Manager.

All compacted (disturbed) areas (including stockpile areas) are to be ripped (along contour) to a depth of 150 mm prior to the replacement of topsoil.

PSZC 2.2 Topsoiling

Topsoil is to be replaced to a minimum depth of 100 mm, unless otherwise specified in the project specification (e.g. in the case of agricultural lands)

Topsoil is not to be compacted, but once replaced is to be scarified (to a depth of 50mm) consistent with the natural contour

If insufficient topsoil is available, subsoil or similar material may be used that may be a suitable substrate after addition of soil improving substances e.g. compost, pH rectifiers (lime or gypsum) etc. Soil testing may be required at an approved facility.

PSZC 3 Reinstatement of water courses and wetland areas

The Contractor will ensure that water course banks are returned to their original profile unless the project specification states otherwise.

The surface reinstatement of wetland areas is to ensure that no depressions remain which could act as channels for preferential water flow thereby affecting the hydrological regime of the wetland.

The Contractor will preserve all riparian and wetland vegetation for use in rehabilitation of those environments. This vegetation is to be kept moist at all times. It is to be placed in the shade and covered with moistened hessian cloth until replanting, which is to be undertaken immediately surface reinstatement is complete.

Plants are to be, as nearly as possible, replanted in areas from which they were removed.

PSZC 4 Vegetation Re-establishment

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The Contractor will ensure that all areas disturbed by contract activities are revegetated to the specified standard.

This standard is deemed to be an 85 % cover with no areas in excess of 0.04 m² / m² remaining unvegetated.

Revegetation shall match the vegetation type which previously existed (e.g. kikuyu pastures are to be returned to kikuyu pasture; 'veld' grass to 'veld' grass, etc.), unless stated otherwise in the project specification.

Prior to re-grassing, and if required:

- i. the area is to be scarified or ripped (along contour) to a depth of 50 mm to loosen compaction.
- ii. weeds present on site are to be removed.

Re-grassing, where required, will be either by means of seeding, instant turf (sods), sprigs or plugs as specified in the project specification or as specified by the ECO.

Where sprigs or plugs are utilised, they are to be planted at 200 mm centres. The fertiliser shall be applied as per PSZC 5.2. During summer, 25mm of irrigation shall be applied each week until reasonable (60%) ground cover has been obtained. During winter 15mm of irrigation shall be applied each week until reasonable (60%) ground cover has been obtained. The amount of irrigation to be applied will make up the difference between rainfall recorded on site and minimum requirement.

Where instant turf is utilised, it shall be laid as specified in the project specification. The fertiliser shall be applied as per PSZC 5.2. During summer, 25mm of irrigation shall be applied each week until all the turf is visibly growing. During winter 15mm of irrigation shall be applied each week until all the turf is visibly growing. The amount of irrigation to be applied will make up the difference between rainfall recorded on site and minimum requirement.

Grassing shall be undertaken by a specialist grassing Sub-contractor, unless permission is granted otherwise by the Engineer upon receipt of a written motivation from the Contractor.

The Contractor shall state in writing when the regassing operation will commence and its expected duration (dates).

Grassing in 'veld' areas is to be undertaken as per PSZC 5 below. *Cynodon dactylon* species may be excluded or substituted from this mixture at the discretion of the Environmental Control Officer, or as specified in the project specification. The seed bulk may be made up with the *Eragrostis tef*.

PSZC 5 "Veld grass" Grassing Specification

The area to be grassed should be estimated and converted to hectares, e.g. 100m X 100m = 10 000m² = 1ha. All fertilizer and seeding rates used in this specification are with respect to hectares.

PSZC 5.1 Regional areas

For re-grassing three distinctive areas within Water Services Authority's operational area exist. These are defined as:

- i. the Coastal area (a narrow band running from the coast to » 15km inland of the coast)
- ii. the Coastal hinterland (a broad band (» 50km wide), generally defined as westwards of the
- iii. coastal belt, eastwards of the Midlands area and below 800m a.s.l.)
- iv. the Midlands area (west of Pietermaritzburg and above 800m a.s.l.).

PSZC 5.2 Fertiliser

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Standard 2:3:2 (N:P:K) fertiliser shall be used on all sites.

The rate of application will be:

- i. 200 kg/ha in the Coastal Hinterland areas, and
- ii. 300 kg/ha in the Midlands and Coastal areas.

PSZC 5.3 Planting times

Summer (includes Spring) is considered to be between the 1 September and 28 (29) February. Winter (includes Autumn) is considered to be between 1 March and 31 August.

Re-grassing will be undertaken (as far as possible) in summer as germination and establishment of grasses is most effective, assuming reasonable spring rains.

Vegetation re-establishment is likely in many cases to be held off until this suitable growing season.

Hydroseeding with a winter mix will only be specified where regrassing is urgently required and cannot wait until the summer season. In this case irrigation will be required as per PSZC 5.4 below.

PSZC 5.4 Establishment and maintenance

During summer, 25mm of irrigation shall be applied each week until reasonable (60%) ground cover has been obtained.

During winter (where annual rye grass is specified) 15mm of irrigation shall be applied each week until reasonable (60%) ground cover has been obtained.

If rapid establishment is required, additional watering may be necessary as specified in the project specification

The amount of irrigation to be applied will make up the difference between rainfall recorded on site and the minimum requirement.

PSZC 6 Landscaping

Landscaping of the site may be required as indicated in the project specification.

Compensatory planting of trees or shrubs may be required should the transplantation of such not be successful in terms of PSZB 5.5 or due to plants removed in terms of PSZB 5.4

Planting of trees will be in accordance with the following method:

- i. All tree holes shall be square in plan;
- ii. Tree holes shall be a minimum of 600 mm by 600 mm square by 700 mm deep;
- iii. Holes are to be backfilled with excavated soil in a ratio of 3:1 with compost. The compost is to be weed free and have been composted at temperatures in the order of 65oC. Where possible, any available topsoil should be placed in the hole at the level where the tree rootball will rest. A handful (half-a-cup) of each Superphosphate and 2.3.2 should be mixed into the soil-compost mix;
- iv. The tree holes are to be backfilled to the point where the tree and its rootball are in the desired position. The tree is to be removed temporarily and the hole filled with water and allowed to drain away. This operation of watering and draining should be repeated at least four times in order that the surrounding ground and hole are thoroughly moist. The tree is then to be replaced and the remaining soil replaced;

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- v. All trees shall be tied (using a tree tie) to a suitable timber stake planted in the ground to a depth of at least 500 mm. The stake shall have a minimum diameter of 35 mm and shall be at least 300 mm higher than the planted tree;
- vi. Water retaining basins of at least 500 mm diameters are to be formed around each tree;
- vii. The Contractor is to apply at least 10 litres of water per tree per fortnight for a period of at least 3 months.

The planting of shrubs will be in accordance with the tree planting method with the exception that the holes are to be a minimum of 400 mm by 400 mm square by 500 mm deep, and that the tree stakes and ties are not required.

PSZC 7 Alien Plant Control

All sites disturbed by construction activities will be monitored for colonisation by invasive alien plant species.

The Environmental Control Officer will identify those plants which require removal during both the construction and maintenance period, for the Contractor's action.

The Environmental Control Officer will provide advice as to effective methods of removal and control of alien plant species.

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APPENDIX A

Figure 1: Schematic Representation of the definition of an “Open Trench”

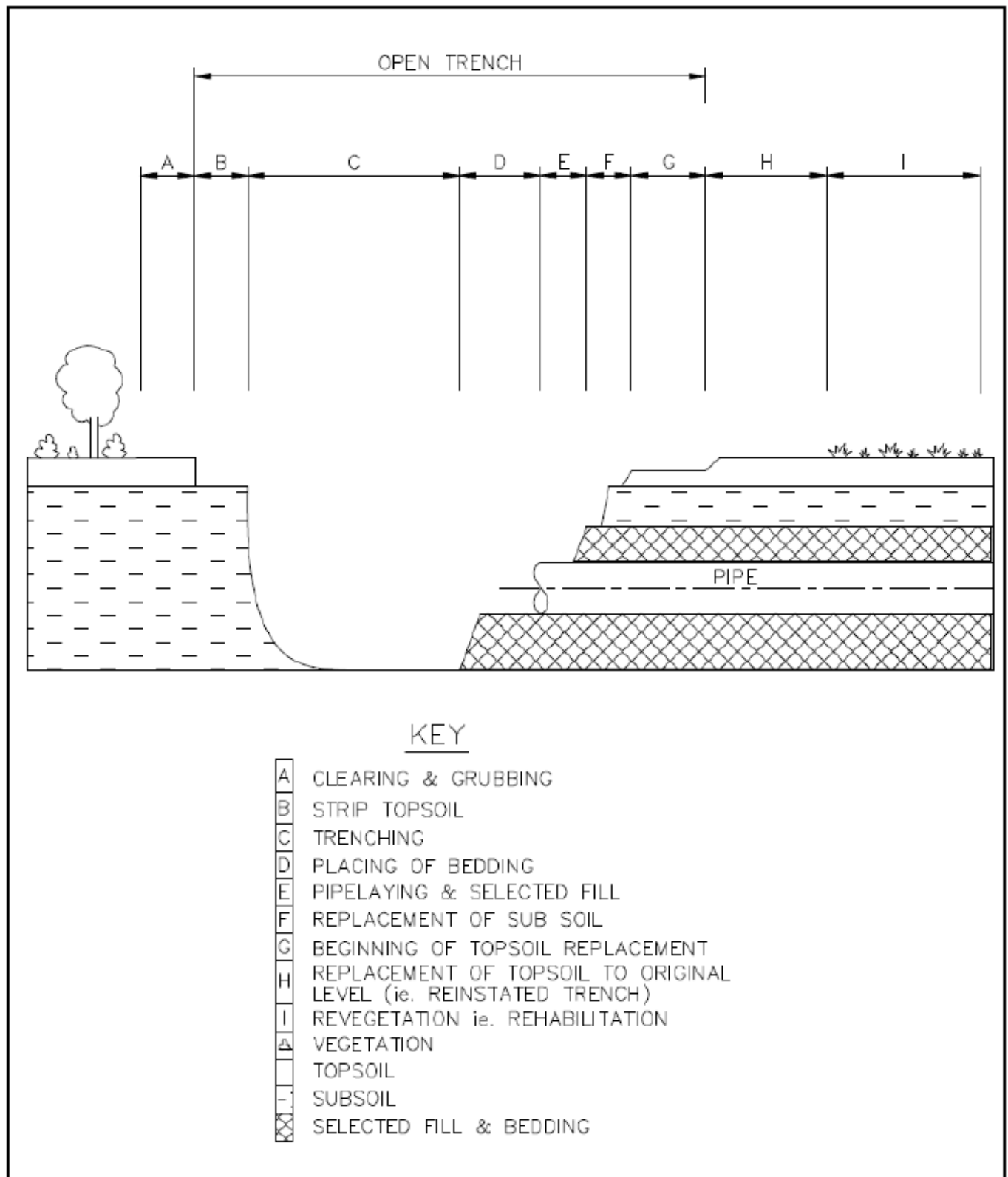
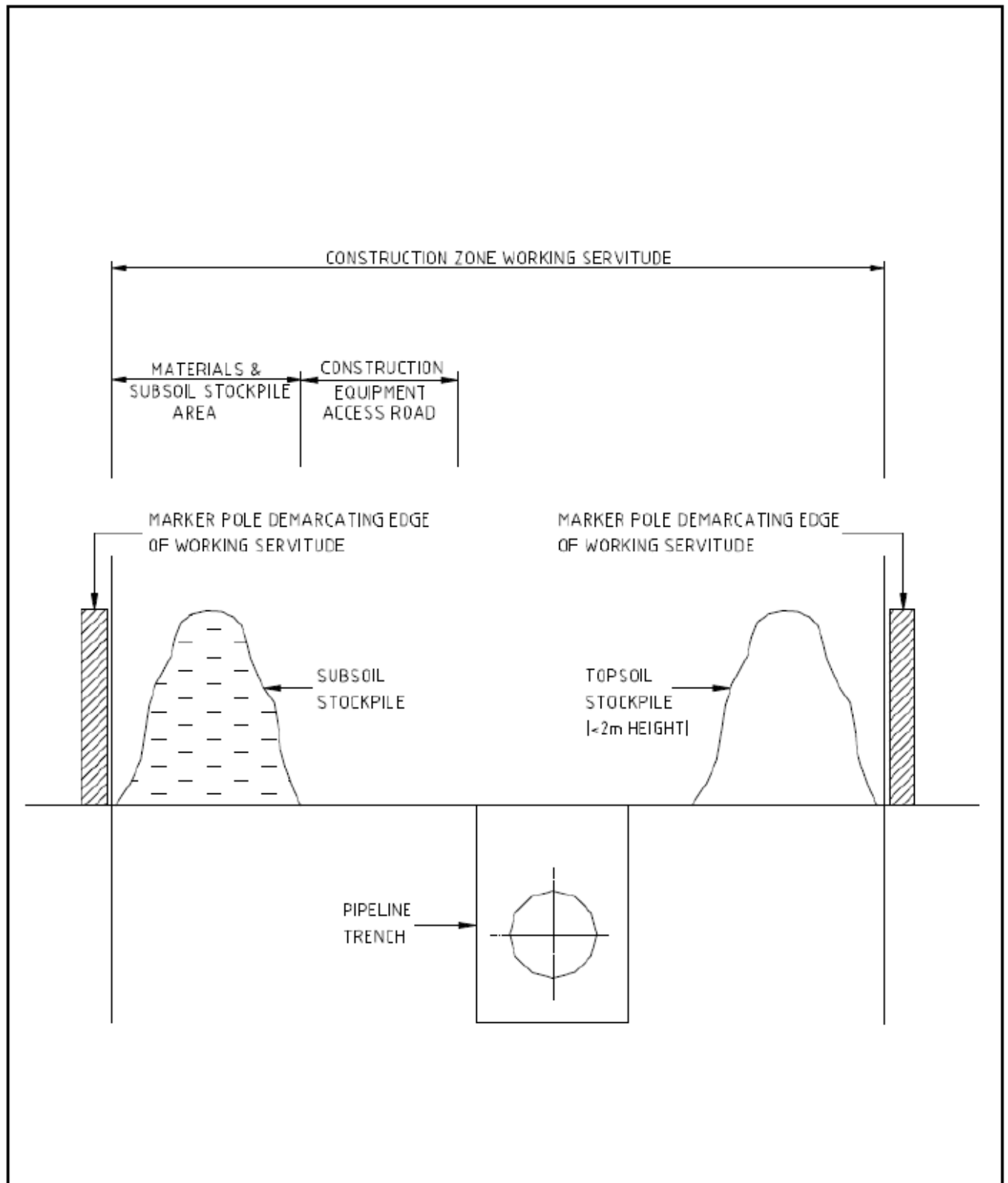


Figure 2: Schematic Representation of a Linear Project Layout

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APPENDIX B

PUBLIC COMPLAINTS REGISTER

DATE	COMPLAINANTS NAME	DESIGNATION/ AFFILIATION	REASON FOR COMPLAINT	ACTION TAKEN	ACTION BY	ACTION BY DATE	ACHIEVED BY DATE	DATE REFERRED TO NW ECO

CONTRACT NUMBER : _____

PROJECT NAME : _____

PROJECT MANAGER : _____

ENGINEER'S REPRESENTATIVE/
SUPERVISOR : _____

CONTRACTOR : _____

CONTRACT PERIOD : _____
(including start and completion dates)

PERIOD COVERED : _____

REPORT PREPARED BY : _____

Signature

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PARTICULAR SPECIFICATION: PE THE PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

PE 1 INTRODUCTION

PE 1.1 Purpose and Scope

This document describes the procedure upon which the CONTRACTOR shall comply with the requirements set out in the client's Health and Safety Specification. This document defines the Management System that is implemented by the CONTRACTOR for the management of Health and Safety on the project, which includes ensuring subcontractor compliance with the same standards.

The aim of this document is to present the safety aspects that will be controlled and managed on the project.

PE 2 REFERENCE DOCUMENTS

- Occupational Health and Safety Act, (Act No. 85 of 1993)
- Compensation for Occupational Injury and Diseases Act.
- Construction Regulations 2014.
- Client Project Specific Health and Safety Specification.

PE 3 PROJECT SPECIFIC HEALTH AND SAFETY SPECIFICATION

1. DEFINITIONS

The definitions used will be those set out in the Construction Regulations, Gazette No 37305 of 7 February 2014 which are hereunder further emphasised with the following additions:

Client: NKOMAZI LOCAL MUNICIPALITY

Construction Site: Means a work place where construction work is being performed

Construction Supervisor: Means a competent person responsible for supervising construction activities on a construction site

Employers Agent: Means a competent person appointed by the Client as Agent to design, supervise and monitor construction on their behalf

Fall Risk: Means any potential exposure to falling either from, off or into

Hazard: Source of or exposure to danger

Hazard Identification and Risk Assessment (HIRA) and Risk Control:

Means a documented plan, which identifies hazards, assesses the risks and details the control measures and safe working procedures which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

Health and Safety Consultant :

Means any competent person who acts as a representative for the Client in managing the projects health and safety.

Health and Safety Plan:

Means a site, activity or project specific documented plan in accordance with the Clients Health and Safety Specification.

Induction Training:

Means once off introductory training on general health and safety issues given to all employees and visitors to the site before commencement of work on site.

Risk: Means the probability or likelihood that a hazard can result in injury or damage.

Regulation/s:

Shall mean the relevant regulation/s promulgated in terms of the Occupational Health and Safety Act, No. 85 of 1993.

The Act: Means, unless the context indicates otherwise, the Occupational Health and Safety Act, No. 85 of 1993 and Regulations promulgated thereunder, as amended.

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1. LIST OF ABBREVIATIONS

AIA Approved Inspection Authority
 CC Compensation Commissioner
 CR Construction Regulations
 DMR Driven Machinery Regulations
 DoL Department of Labour
 FEMA Federated Employers Mutual Association
 GAR General Administration Regulations
 GSR General Safety Regulations
 HCSR Hazardous Chemical Substances Regulations
 HIRA Hazard Identification Risk Assessment
 H&S Health and Safety
 MSDS Material Safety Data Sheet
 OH Occupational Health
 OHS Act Occupational Health and Safety Act No. 85 of 1993 (as amended)
 OHSS Occupational Health and Safety Specification
 PSHSS Project Specific Health and Safety Specification
 PC Principal Contractor
 PPE Personal Protective Equipment
 SANS South African National Standards (Authority)
 SACPCMP South African Council for the Project and Construction Management Professions
 SMME Small, Medium and Micro-sized Enterprises
 SWP Safe Work Procedure

KEY REFERENCES**3. KEY REFERENCES**

- Occupational Health and Safety Act No. 85 of 1993 and Regulations (as amended)
- Compensation for Injury and Occupational Diseases Act No. 100 of 1993 (as amended)
- General Conditions of Contract of Construction Works 2015 (GCC 2015)
- SANS Code 1921-6
- SANS Code 1200
- Project Environmental Management Plan

4. INTRODUCTION

Nkomazi Local Municipality is a Water Services Authority (WSA) in terms of the National Water Act and operates within the South African legislative parameters of the Occupational Health and Safety Act 85 of 1993 and is responsible for every aspect of water and sanitation services within its area of jurisdiction. With the promulgation of the revised

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Construction Regulations, Regulation Gazette 10113, Government Notice 84, dated 7 February 2014, Nkomazi Local Municipality seeks to fulfil its duties as espoused in clause 5.

Each year fatalities, serious injuries and poor attitudes of Contractors mar the reputation of the Construction Industry therefore Nkomazi Local Municipality has a responsibility to limit its risk by ensuring a zero tolerance and better practice approach to Contractors and those affiliated to this project. Thus a high premium is placed on the health and safety (H&S) of Nkomazi Local Municipality stakeholders, which include its employees, professional service providers, public and its physical assets. The responsibilities that Nkomazi Local Municipality and relevant stakeholders have toward its employees are captured in, but not limited to this document. The responsibilities stem from both moral, civil and a variety of legal obligations. The Principal Contractor is to take due cognisance of the above statement. Nkomazi Local Municipality, as the Client has appointed a H&S Agent which has developed this project specific Health & Safety Specification (PSHSS) for the project in order to provide the Principal Contractor making a bid or appointed to perform construction work for the project with all the relevant requirement pertaining to H&S.

4.1 Project Description

The project comprises the refurbishment and upgrading of the Malelane Wastewater Treatment Works (WWTW) and associated sewer infrastructure within the Nkomazi Local Municipality, Mpumalanga Province. The existing wastewater treatment works serves the town of Malelane and receives domestic wastewater conveyed via the municipal sewer network and associated sewer pump stations.

The existing treatment works consists primarily of a wastewater stabilisation pond system with associated inlet works, chlorination facilities, operator buildings and ancillary infrastructure. The wastewater treatment process has experienced deterioration in performance due to ageing infrastructure, accumulated sludge within the ponds, inadequate inlet works, deterioration of mechanical and electrical equipment, and increasing hydraulic and organic loading. As a result, the existing works does not consistently achieve the required effluent discharge standards, particularly with respect to Chemical Oxygen Demand (COD), Total Nitrogen and Suspended Solids.

The Works include the procurement, construction, installation, testing and commissioning of all civil, structural, mechanical, electrical, instrumentation and control systems necessary to deliver a complete and fully operational wastewater treatment facility.

The principal components of the Works include:

- Construction of new inlet works incorporating manually raked screens, hydraulic grit channels and flow measurement facilities.
- Rehabilitation of the existing stabilisation ponds, including vegetation clearing, draining, desludging, embankment repairs and installation of HDPE geomembrane liners.
- Refurbishment of the chlorine dosing facility, including replacement or upgrading of dosing equipment and installation of an effluent flow meter.
- Refurbishment and extension of the operator's building and associated site facilities.
- Refurbishment of the Crocodile Sewer Pump Station, including inlet works, replacement of submersible pumps, associated pipework, guide rail systems and a new MCC.
- Refurbishment of the Haartebees Sewer Pump Station, including installation of an additional standby pump, new MCC

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4.1.1 Project Specific Restrictions and Requirements

Site Establishment	
Restrictions / requirements	The Employer is under no obligation to avail the Contractor with facilities for site establishment. If facilities are offered by the Employer, the Contractor is responsible for securing this to the level that is deemed appropriate and to be approved by the Employer. The use of such facility is voluntary, and the Contractor shall indemnify the Employer for any losses that may be suffered by the Contractor while using the facilities provided by the Employer. The facility shall be used only for the purposes of carrying out the work as stipulated in this contract, and no other work. The Contractor shall adhere to all safety and security requirements.
Construction in Restricted Areas	In certain cases working space may be limited. The method of construction in these restricted areas will depend largely on the Contractor's resources
Storage areas	The Contractor will be allocated temporary storage and working areas and an area to erect offices on the Site. A site or sites that could be used as the contractor's storage and working area will be pointed out and to be fenced off under the Contract if needed.
Restrictions on times, access or other restrictions by Client	Normal working hours will be - 07:00 - 17:00. No work is to be undertaken on Sundays or any special non-working days unless in emergency situations or with written permission from the Employer's Agent
Arrangements for access, parking, deliveries, etc	
Access to site by Construction Vehicles	Access to the site is through paved roads made of Asphalt surfaced, which may not be difficult to navigate during normal condition
Access to site by Construction Workers and Visitors	Access is prohibited unless formal induction has been undertaken and proof available on request
Speed restrictions	A maximum of speed must be adhered to as per municipality bylaws
Ablutions and Welfare Arrangements	
Toilets & Washing facilities	Contractor to supply their own ablution and washing facilities within the allocated site camp.
Drinking Water	The Contractor shall make his own arrangements for potable water at the work sites

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Shelter	Contractor shall supply their own facilities within the allocated site camp and temporary, suitable shelter and seating at the work sites. Under no circumstances will workers be allowed to eat or rest in the bushy areas and under poorly constructed make-shift shelter
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4.1.2 Project Team

Client Representative	Ms. L Bhiya: - <i>Project Manager</i>
Employers Agent	Mhlangamvula - Isiphethu JV Mr Kensington Muchawonweyi

4.2 Purpose of the Project Specific Health and Safety Specification (PSHSS)

The PSHSS is a performance specification to ensure that the Nkomazi Local Municipality and any bodies that enter into formal agreements with the Nkomazi Local Municipality viz. Agents, Professional Service, Principal Contractor and Contractors achieve an acceptable level of OHS performance. No advice, approval of any document required by the PSHSS, such as hazard identification and risk assessments, or any other form of communication from the Client shall be construed as acceptance by the Client of any obligation that absolves the Principal Contractor from achieving the required level of performance and compliance with legal requirements. Furthermore, there is no acceptance of liability by the Client, which may result from the Principal Contractor failing to comply with the PSHSS, i.e. the Principal Contractor remains responsible for achieving the required performance levels.

A Mandatory Agreement in terms of Section 37.2 of the OHSA will be signed between parties prior to any works commencing. The PSHSS highlights the aspects to be implemented over and above the minimum requirements of current legislation. Requirements may be changed should new risks or issues are identified that could not have been foreseen during the design phase of the project, or during the construction phase. Any new legislation or standards (*legislated, or determined by Nkomazi Local Municipality*) that are promulgated or accepted during the contract will automatically be applied.

4.3 Implementation of the Project Specific Occupational Health and Safety Specifications (PSHSS)

The project specific H&S specification (PSHSS) forms an integral part of the Contract, and the PC is required to make it an integral part of their Contracts with Contractors and Suppliers.

This specification must be read in conjunction with the OHSA, Regulations (*as amended*) and any other standards relating to work being done, and ensure compliance thereto. The information relative to the scope of the project, the works etc. are detailed in the tender documentation and are to be considered when developing the H&S Plan and associated documentation.

The OHSA S.37.2 Mandatory Agreement must be fully completed by the PC, supplied by the Client. These documents shall be deemed to form part of the returnable Contract Documents.

No work may commence without written approval of the H&S Plan by the appointed Employer's Agent.

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Should there be design changes, or change in the scope of works, an amended PSHSS may be issued. Where amended PSHSSs are issued, the PC will be required to ensure a resubmission of an amended H&S Plan for approval. Further to this, the PC must ensure that similar information must be provided as it applies to the works to all their Contractors, within 5 working days following notification thereof. The Employer's Agent will visit the project fortnightly to ensure compliance and limit risk. All activities on the site and all appropriate documentation will be monitored and reported on to the Client's Project Manager and the Engineer.

Communication between the Employer's Agent and the PC will be through the Engineer (*or Client's responsible person*) as determined at the commencement of the project.

5. GENERAL REQUIREMENTS

5.1 Specified Hazardous Chemical Substances

The following lists of products or substances are those which have been identified as likely to be used on the project or generated during the course of construction. This list is not inclusive and other products may be considered. Where the PC is likely to supply the product as the product has not been specified, material safety data sheets (MSDSs) need to be considered prior to all selections.

PRODUCTS or SUBSTANCES	POTENTIAL HEALTH OR OTHER RISKS
Asbestos dust	Potential Caused by removing asbestos piping resulting in occupational respiratory health illness or disease
Sand/Silica dust	Caused by excavation work resulting in occupational respiratory health illness or disease.
Cement /Silica Dust	Caused by concrete mixing resulting in occupational respiratory health illness or disease.
Petrol/diesel/lubricants	Potentially a fuel bowzer on site. Fire, spillage, fumes
Adhesives	Used as a bonding agent and may result in contact Dermatitis and occupational respiratory illness or disease from prolonged exposure
Sealing Agents	Contact with products may result in Dermatitis and occupational respiratory illness or disease from prolonged exposure

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Epoxy	▪ Prolonged inhalation of the product may cause irritation, dizziness, nausea and loss of consciousness and Dermatitis from prolonged exposure. The product is considered flammable
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6. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

6.1 Structure and Organization of H&S Responsibilities

6.1.1 Notification of Commencement of Construction Work

After the award of the contract, and at least 7 working days before commencement of construction work, Contractor must submit Notification of Construction work to Department of Labour, Construction Regulation 4. Notification of Construction copy must be kept in the H&S file. Work will not commence without Notification of Construction being signed and stamped by Department of Labour.

Where changes to the conditions given in the submission are required (i.e. completion dates,) a revised Annexure 2 will be submitted to the Department of Labour. The completion date will include the defect and liability period.

6.1.2 Health and Safety Plan Framework

The H&S aspects related to the project outlined in the previous sections are to be taken into account when drawing up the H&S Plan. The PC is required to demonstrate competence by providing an H&S system that will address the requirements of the project.

The current legislative requirements, SANS codes and any other standards that may guide practice are to be taken into consideration. The following aspects must be addressed in the H&S Plan as they play a role in reducing the overall risk of a particular activity, or section of the project. The Employer's Agent may from time to time request additions or systems as they relate to the works or legislative requirements at the time.

- The PC is to prepare a site layout drawing to indicate at least the following:
 - The positions of site office, toilets, drinking water and worker rest areas;
- Indicate the positions of emergency personnel and equipment (fire, first aiders);
- Provision of construction vehicles and pedestrians, indicate parking, and
- Storage areas (materials and equipment, waste etc.)
- Access and egress to site for deliveries
- Emergency assembly point

Such layouts are to be updated regularly throughout the project.

6.1.3 Appointment of Competent Site Personnel

The CEO (OHSA 16.1) of the PC will take overall responsibility for the appointment of competent site staff for the duration of the project. Should the CEO not be personally involved in the project, the H&S responsibilities are to be

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delegated to the Contract Manager (OHSA 16.2). Knowledge and training in H&S is required, and certificates indicating H&S training as well as experience to be included in CVs.

All other legal appointments are to be made with relevance to the type of work required and kept current with the project programme. The construction team is to ensure the appointed full - time competent H&S Officer is kept up to date with all planned activities, to ensure all H&S requirements are met.

Method statements are to be submitted prior to, and during the project where changes or new work is required, and the approval of the Designer is required before work on that aspect or activity can commence. The H&S Officer is to be included in production planning sessions/meetings to ensure that the appropriate risk assessments, safe work procedures and communication required are available and completed timeously.

The Occupational Health and Safety Plan shall include the following, but is not limited to the following key appointments:

6.1.4 Construction Manager

A competent Construction Manager must be appointed to manage part or all of the works and have training and/or experience in the area of responsibility. All appointed site supervisors must show evidence of appropriate training in H&S and an understanding or training in areas of responsibility (i.e. risk assessments, method statements etc.).

Curriculum Vitae (CVs) are to be submitted for approval by the Employer's Agent, and/or Employer's Agent. The Construction Manager will be held responsible for the safety of all working teams and subordinates.

6.1.5 Construction Health and Safety Officer

The PC will employ a competent **full-time** H&S Officer for the duration of the contract. The H&S Officer's CV is to be submitted for approval by the Employer's Agent. The PC is to ensure adequate resources are provided in order to undertake all responsibilities (i.e. mobile phone, computer and internet access, vehicle etc.) Qualifications shall include at least Grade 12, SAMTRAC/NEBOSH/Diploma in H&S qualifications or similar together with additional appropriate short courses (ie. Fall Protection Developer, Risk Assessor, Basic Firefighting and First Aider Level 3) with at least 3 years exposure to civil construction that is appropriate given the level of project complexity. An in-depth knowledge of legislative requirements and the application thereof is required. The site supervisor may not act as the H&S Officer.

- The H&S Officer/s will be held responsible for all H&S on the project.
- Site staff, Supervision, Contractors and visitors are to follow the approved OH&S system and instructions given by the H&S Officer at all times.
- No new workers or Contractors may commence work without the approval of the submitted H&S Plan or having attended the site induction.
- No inductions of Contractor staff until the H&S documentation is approved by the H&S Officer.
- The H&S Officer/s may not be removed or replaced without the approval of the Employer's Agent.

A monthly report of all H&S activities and incidents is required by the end of the first week of each month, or at a date agreed to by the Employer's Agent and the H&S Officer. An example of the monthly report is attached as an Annexure 1B.

The H&S Officer will be responsible for collating the H&S documentation at the close out of the project in electronic format. A list of the typical aspects that should be provided is available as Annexure 1A to this document. The PC is to

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ensure that all Contractors documentation follows the same requirements and closed out H&S documentation must be completed and be available with the close out of the main contract.

6.1.6 Traffic Management

The PC shall observe the following when working within the road reserve:

The Works are to be conducted within existing residential and industrial areas with pedestrian and vehicular traffic. The barricading, lighting and traffic control on site shall be carried out in strict compliance with these specifications. The Contractor shall ensure that all safety measures are strictly adhered to.

Construction equipment used on the works shall be as efficiently silenced as possible and noisy operations will be permitted only between the hours of 07:00 and 17:00. Any work outside normal hours will be permitted only on the written authority of the Employer's Agent.

Wherever excavations or loading of material is liable to create dust nuisance, an effective method of spraying water over the excavated areas and loaded material shall be implemented. Any rock or debris falling from trucks on the roads shall be removed immediately. Precautions shall be taken to prevent fouling of site and public roads by trucks. The Employer's Agent may order the Contractor to clean roads where the mud tracking of vehicles or falling debris may constitute a danger to the public. When working within existing road reserves the PC shall ensure that as little inconvenience as possible is caused to residents and traffic. Extra care shall be taken with regard to the siting of the excavated material and pipes so that disturbances will be minimized.

The PC shall provide all necessary signage and traffic control personnel to ensure the safety of workmen and the safe passage of traffic when working in or adjacent to roads.

The H&S Officer will be responsible for ensuring that daily traffic management is adequately managed and additional care must be taken where workers and public interface. Therefore a site specific Traffic Accommodation Plan must be developed for implementation with consideration given to the South African Road Traffic Signs Manual.

No worker may be transported in, or on the rear of construction vehicles (bakkies included), or with plant and materials to, on, or from site. The number of passengers in any vehicle is limited to what is stated on the license disc. Vehicles used to transport workers to, from, or on site, shall have secure seats and be covered.

The PC must indicate in their OHS Plans what type of transport is envisaged and how this will be managed.

6.1.7 Health and Safety Representatives and H&S meetings

H&S Representatives representing workers and Contractors are to be appointed following the start-up of the project, irrespective of the number of workers on site. The appointed H&S Representatives are to be actively involved with H&S and will assist the H&S Officer and site management in meeting legislative duties.

The H&S Officer shall further ensure that H&S is discussed at all internal production or progress meetings. Issues arising from the H&S Agent audits are to be discussed, as well as all H&S related issues.

6.1.8 Appointment of Competent Contractors

The Principal Contractor is to ensure compliance with the Clients minimum standards and all legislative requirements. The same H&S standards required of the PC are to be applied to all Contractors. An index of all Contractors and Suppliers is to be on file and kept updated at all times. The PC is to ensure there is sufficient funding for H&S compliance by each Contractor.

The following minimum aspects are applicable to any Contractor appointed:

- The H&S Officer is to ensure a Contractors appointment and approval of H&S documentation at least seven (7) working days prior to commencing work.

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- No Contractor may work under the PCs Compensation registration number. If required the PC may assist an SMME with their registration with the Compensation Commissioner. However, such Contractors will not be able to commence work until proof of registration or Letter of Good Standing has been received.
- No work may commence without Mandatary agreements between parties in place.

Failure to provide written approval of H&S documentation will be considered a serious offense, and could result in aspects of, or all the activities being stopped implemented.

7. GENERAL RISK MANAGEMENT

7.1 Physical, Ergonomically, Behavioural and Task Orientated Risk

The PC must ensure that all employees are adequately informed, instructed, trained and supervised as it relates to the physical, ergonomic, behavioural and task orientated risks likely to be encountered during the scope of works. The PC is to take cognisance of the Project Baseline Risk Assessment and Risk Profile and cause a site specific risk assessment to be performed by a competent person as per CR 9 before commencement of any construction work.

7.2 Medical Surveillance

The appropriate MSDSs are to be obtained for all products and used to develop the H&S documentation as they relate to the works. Workers will be exposed to noise, dust, asbestos and physical risks from extended periods of work of a repetitive nature, materials specified and the general nature of the works. All workers (*including those of Contractors*) are required to be in possession of a medical certificate of fitness prior to commencing work. Full medical records are not to be placed in the H&S file.

Specific testing for existing conditions and limitations relative to exposure could include, but are not limited to:

- Audiometry (hearing tests); and
- Lung Function Test,
- Chest X-Ray for employees expose to asbestos
- Any other tests identified as relevant from chemical or specifically identified risks of exposure

Employees engaged in wastewater treatment works, sewer pump stations or sludge handling activities should, as a minimum, be offered the following immunisations where medically appropriate:

- Tetanus.
- Hepatitis A.
- Hepatitis B.
- Typhoid.

The PC shall maintain confidential medical surveillance records and provide the Employer's Agent with confirmation that all personnel assigned to the Works have been medically assessed and declared fit for the duties they are required to perform. Failure to do so will be considered a serious offence.

7.3 Noise Risks

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The PC is to be compliant with the Noise Induced Hearing Loss Regulations and all equipment identified that has not been tested and marked for noise emissions will result in having to be tested at the Contractors or PCs expense. Failure to do so within a reasonable time period will result in such equipment being removed from site. Audiometric testing of all workers is noted as required in the medical surveillance programme for all workers prior to work commencing. Audiometry records are to be available in the H&S file. Suitable SANS approved hearing protective equipment shall be issued and worn where noise levels are identified as equal to or greater than 85 dB.

7.4 Emergency Procedures

A simple Emergency Management Plan and procedure that is appropriate to the risks is required prior to commencement on site. It is advised that the system should be simple and easy for any worker to follow. The Plan may be adapted should new information or risks are identified. The procedure shall detail the response plan in relation to the works, and include at least (*but are not limited to*) the following key elements:

- Appointment of a competent emergency response co-ordinator
- The Contractor will be responsible for developing and implementing a suitable fire management plan for fires at the Site Office, Accommodation, Storage Areas or Veld Fires; Public injury or Motor vehicle accidents;
- Falls from heights;
- Serious injury to workers (medical or work-related); and
- Snake Bites
- Fatality Incident
- Social Unrest
- Plant - Roll Over's
- Any other major risks identified during risk assessments

The Emergency Management Plan is to ensure the inclusion of local service providers where possible. Such arrangements should be made with these persons prior to the commencement of the project. The general principals of emergency management are to be applied as it applies to the hierarchy of control and management.

7.5 First Aiders and First Aid Equipment

First aiders shall be available and accessible on site at all times, and be able to work as a team when responding to any emergency on the project. Contractors are expected to ensure compliance and provide/manage their own First Aiders and equipment. The number of First aiders will be determined by the complexity and exposed risks of the project and not numbers of workers. The PC must ensure the appointment of at least one Level 2 First Aider at each work area ie. Pipe laying, House Connections, Asphalt road surfacing and Construction of valve chambers. Appropriately stocked first aid kits are to be available at all times and to assure continual availability and access to all areas of site.

7.6 Incident Management and Compensation Claims

All incidents and accidents are to be investigated. All serious incidents involving any form of disabling injury or fatality are to be reported to the Designer /Project Manager/H&S Agent immediately. This shall be confirmed in writing following the incident. Full details are to be included in each site progress meeting. A summary of incidents is to be included in the monthly report. The PC must further ensure that all reportable incidents correspondence is meticulously recorded and all original kept off site.

The PC must ensure that the following injury and incidents statistics are reflected monthly on a suitable register:-

	Month	*CTD
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No of accumulative man-hours worked without *disabling injuries		
Near Misses		
First Aid		
Medical		
Disabling		
Fatalities		

*CTD - Commencement-to-date

* Disabling Injury - Disabling Injury (DI) is considered as an injury or occupational disease where the injured or ill person misses the next work shift because of the injury or illness or has suffered some bone damage (eg. A fracture)

7.7 Personal Protective Equipment (PPE) and Clothing

The PC is to provide a procedure as an addendum to indicate how PPE is managed within the Contractor.

The wearing of the identified SANS approved PPE at all times is non-negotiable. The PC shall ensure that all workers (*including Contractors*) are issued with and shall wear:

- Hard hats;
- Protective footwear;
- Overalls that ensure worker visibility;
- Eye protection;
- Hearing protection;
- Respiratory protection (minimum of FF2 and or respirators), and
- Any other necessary PPE identified from MSDSs and/or risk assessments.

Adequate quantities of PPE shall be available. This shall include necessary PPE for visitors. The procedure for managing PPE is to be in a formal procedure submitted with the H&S Plan for approval.

Any person (*including Client, Designers etc.*) found on site without the necessary PPE will be removed from site until the PPE is supplied and worn. PPE shall be provided free - charge to all workers including local labour as contemplated in the General Safety Regulations 2. The PC must further develop a PPE policy and procedure detailing the effective management of employees who abscond from site.

7.8 Occupational Health and Safety Signage

On-site H&S signage is required. Signage shall be posted up at fixed or temporary working areas, or other potential risk areas/operations. These signs shall be in accordance with the requirements of the General Safety Regulations or SANS requirements as amended. Signage is to be noted on the site drawings indicating where fixed/temporary signage is required.

Temporary signage is to include (*but not be limited to*) the following:

- Report to site office' / 'Warning: Construction Site – Keep out' or similar;
- Site office' (if relevant);
- Hard hat area' or other PPE requirements noted;
- First aid box positions (*including vehicles*); and
- Fire extinguishers

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- Warning Deep Excavations

Signs shall be posted at areas of work on site indicating that a construction site is being entered and that persons should take note of H&S requirements.

7.9 Induction of Employees and Visitors, General H&S Training

A simple, formal site specific induction programme is to be submitted as an addendum for approval with the H&S Plan. Inductions must be carried out for all workers and visitors (*including Client, Engineers*) to the site.

Daily Safe Task Instruction's (DSTI's) is required to ensure workers are familiar with the risks and H&S measures of the work or tasks to be done. Such instruction is to be done at least daily. A record of inductions and pre-task instruction is to be kept in the H&S file. Further, the PC must ensure that weekly site specific toolbox talks are conducted with all workers on site and an attendance register kept.

Any person found on site without proof of induction will be removed from site until the proof is supplied.

7.10 Management of Plant and Equipment

Close control of plant and equipment is required, including that of Contractors.

Daily monitoring of all plant and equipment is required prior to commencing work. Full lists of hired and own plant are to be available at the Employer's Agent audit. All daily inspection records are to be kept in the H&S file or Contractors where plant and equipment is brought onto site. Registers are not to be more than 1 week behind.

Only competent, medically fit plant operators are to be used. Medical certificates of fitness are required for all operators. Any plant or slings used to lift plant or material require annual load testing by an AIA, and all certificates must have the testers LMI/E number. Operators are to be adequately trained and certified to operate mobile cranes or crane trucks. Certificates and registers are to be placed in the H&S file.

7.11 Lifting equipment

Should any form of lifting device be used during the project for deliveries, moving of supplies or equipment, the appropriate documentation must be made available. Method statements, risk assessments, safe work procedures and training are to be available prior to work commencing. A procedure for managing loads and lifting must be made available as an addendum to the H&S Plan. The equipment must always be operated within its capability and if in any doubt, the operator should consult with the operations and maintenance manual supplied by the Original Equipment Manufacturer. A Tractor-Loader-Backhoe (TLB) and Excavator are not deemed lifting machinery therefore are prohibited from being used as such unless modifications have been made to the Plant, tested and approved by an LMI or specified by the Original Equipment Manufacturer.

All lifting tackle must be suitable colour - coded and tagged for the respective quarter of the year and this strictly adhered to. All lifting tackle not conforming to this requirement will be removed from site until conformance is achieved.

7.12 Working from a Fall Risk Position

A Fall Protection Plan (FPP) developed by a competent person is to be available and supplied as an addendum to the H&S Plan. The FPP must be appropriate for the project. Method statements, appropriate risk assessments, safe work procedures and training are to be available prior to work commencing. All workers exposed to fall risk must undergo formal SAQA accredited "working from height/fall risk position" training.

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Should part of the works be contracted out, a competent Contractor is to be appointed and submit documentation according to the project requirements. The PC is to note if such work is to be contracted to specialists in the H&S Plan. The Plan is to be developed by and work managed by a competent person for the duration of the project.

The following aspects must be included:

- The public are to be protected at all times by way of hoarding, barricading or fencing
- Notices to be posted
- Prevention of falling tools or equipment

All workers are to be in possession of valid certificates of fitness that extend for the duration of the works. Note the requirements in the section relating to medical surveillance and the relevant SANS codes as applied to the works and the project. Registers and all relevant documentation are to be placed in the H&S file.

Work will be stopped to any work at a fall risk position that is not compliant.

7.13 Excavations

A procedure for managing excavations is to be provided as an addendum to the H&S Plan describing how excavations are to be managed for excavations depths ranging greater than 1,5 meters. Excavation method statements are to be approved by the Employer's Agent and associated risk assessments are required. Designs by competent persons are required where ground conditions are deemed to require shoring. A competent person is to be appointed for managing all excavations. A permit system is to be available and used for all excavations. All equipment and ground conditions are to be checked daily and prior to work commencing. Excavations should preferably not be open beyond what can be closed daily. Where excavations need to remain open, all excavations are to be properly protected. Adequate stakes with 1m high demarcation and berms/spoil are required to be a safe distance from the edge of the angle of repose. Danger tape may NOT be used to barricade excavations. Cognisance is required of the surrounding area and increased levels of protection are required where work is in the vicinity of members of the public.

In proximity to residential areas, and wherever ordered, the Contractor shall provide and fix to the demarcation fencing approved and substantial plastic square mesh to act as an additional childproof barrier and shall remove same on the completion of the works. Chevron tape shall be interwoven in a zigzag pattern from the top to the bottom of the fence thereby clearly marking off the working area. Notices in two official languages (*English and isiZulu*) shall be attached to the fence where appropriate to indicate that the site is for personnel employed on the Contract only and that unauthorised entry is forbidden.

7.14 Removal and Disposal of Asbestos Material.

Department of Labour notification of asbestos work must be done by contractors will be carrying asbestos work prior to commencing of asbestos work.

The followings copies documents are need but not limited:

- Valid proof of contractor as Registered Asbestos Contractor
- Asbestos training records of employees will conduct work issue by accredited asbestos training services provider.
- Asbestos work Medical fitness certificate provided by Occupational Medical Practitioner.
- Asbestos work Risk Assessment conducted by competent person.

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- Asbestos work Method Statement and Safety operating and disposal procedures developed by competent person.
- Required PPE such as but not limited:
 - Asbestos Disposable coveralls
 - Footwear : (boots or shoes with no with laces / GUMBOOTS)
 - Shoe covers
 - Gloves (Use ONLY disposable Latex, Nitrile or neoprene gloves)
 - Mask(Minimum P2 filter, half face disposable particulate respirator)
 - Protective eye-wear

7.15 High Voltage Electrical Equipment

Approximate positions of known services are indicated on the drawings for information purposes only. The position of existing services cannot be guaranteed. The PC shall take all necessary steps to ascertain the exact location of the existing services before commencing any section of the works and shall exercise the greatest care when working in the vicinity of such services. The PC must establish the position of existing services where applicable by contacting the authority or authorities responsible for such services, by using specialized equipment and opening up by hand. The Contractor shall use non-intrusive equipment such as Ground Penetrating Radar (GPR) for the location of existing underground services at certain sections of the pipeline route.

The PC shall so carry out all his operations as not to encroach on, or interfere with, trespass on, or damage adjoining lands, buildings, properties, road structures, pipelines, places and things, in the vicinity of the works and so as not to interfere in any way at any time with the smooth and continuous operation of the existing facilities.

7.16 Demolition

Prior to any demolition work being carried out, as directed by the Client or their appointed Agent, the Principal Contractor shall submit a technical method statement, risk assessment and subsequent safe working procedure for approval by the Client or it's duly appointed representative. Such Safe Work Procedures must either be submitted with the H&S Plan or be submitted to the Client/Client's Agent before demolition work commences.

Approval will then be given to the Principal Contractor to proceed with the demolition work.

7.17 Auditing and Inspections

External auditing by the Employer's Agent will be at least monthly and the site inspected on a fortnightly and the documentation audited relative to the activities and H&S Plan. The H&S Officer of the PC must acContractor the Employer's Agent, on all audits.

The PC will ensure that all their Contractors are audited at a frequency determined by the Employer's Agent. Audit frequency may be increased if Contractors are not performing adequately. Audit results will be acted upon and non-conformances issued where deemed appropriate. The Employer's Agent may act or require further outcomes if non-compliances are noted or unsafe acts are noted on site.

Internal audits are to include site conditions as well as ensuring H&S files are appropriate, and compliant. Comprehensive audit reports are to be made available, the format of the audit reports are to be acceptable by the Employer's Agent.

Compliance with legislative requirements and the systems provided by the PC to manage the H&S on site will be measured. Full compliance is required. Time limits for corrective actions will be set and must be adhered to.

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7.18 Communication on Site

All H&S communication during the project between the Employer's Agent and the PC will be done through the Engineer and be in writing, including the issue and responses to non-conformances and H&S audit results. Failure to address issues timeously will be considered a serious offence.

7.19 Care of Workers on Site (Welfare)

The PC must ensure that suitable worker welfare facilities are provided and maintained for the duration of the Contract. This should include the erection of temporary mobile sheltered rest areas during the pipeline construction activities.

7.20 Discipline, Alcohol and Substance Abuse

All employees (*management included*) are to follow instructions given in the interest of H&S. A disciplinary procedure is to be developed and disciplinary action is to be imposed on those who do not follow such instructions or Contractor rules or policies.

No person is allowed to work or access site if under the influence of alcohol or other substances that could impact on their own or others safety. The PC is to have a drug and alcohol policy available to manage such instances.

These requirements are applicable to any employee of any organization providing services on site.

7.21 HIV and AIDS Programme

The PC shall reduce the risk of transfer of HIV between and amongst construction workers and the local community, raise awareness amongst construction workers of the risk of infection with HIV, promote early diagnosis and assist affected individuals to access care and counselling by:-

- making condoms that comply with the requirements of SANS 4074 available for the duration of the contract to all construction workers at points on the site which are readily accessible and suitably protected from the elements
- either by placing and maintaining HIV/AIDS awareness posters of the size not less than an A1 in areas which are highly trafficked by construction workers or providing construction workers with a pamphlet in languages largely understood by the construction workers which reinforces the outcomes of the HIV/AIDS awareness programme
- encouraging voluntary HIV/STI testing providing information concerning counselling, support care of those that are affected

7.22 Safety Conflict

Where any conflict exists between the requirements of this PSHSS, the Site Rules or Statutory requirements or Regulations the higher standard must apply unless such conflict is brought to the attention of the H&S Agent and a direction provided. The PC is deemed to have allowed for the higher standard.

The PC is legally responsible for ensuring that they conform to all applicable aspects of the Occupational Health and Safety Act 85 of 1993 and Regulations (as amended) and other relevant Acts and Regulations. If in dispute with the PSHSS and other legislation the most stringent requirement must apply.

7.23 Environmental Management

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The Nkomazi Local Municipality Particular Specification for Environmental Management of Construction Projects constitutes the Environmental Management Plan for this project. However, compliance with the project Environmental Management Plan (EMP) as well as the rehabilitation plan will be necessary.

The objective of the EMP is to manage the impacts of construction identified during the course of the Environmental Impact Assessment (EIA) process, as well as during the course of construction. This is a dynamic document and will be continuously updated in order to reflect current site conditions and address any issues identified during the course of construction.

7.23.1 Dust Prevention

The creation of dust in the PC's working area shall be kept to a minimum, particularly when working in inhabited areas, and shall conform to the requirements of the Environmental Management Plan. The PC shall water, on a daily basis, the areas of the site, where dust is created by the PC's working methods or as ordered by the Engineer. The PC shall take all measures necessary to prevent the creation of dust from any source under his control.

7.23.2 Dangerous Wildlife

The Project Site(s) is located adjacent to the Kruger National Park and within the Crocodile River catchment. Personnel engaged on the Works may therefore be exposed to dangerous wildlife, including, but not limited to, crocodiles, hippopotamuses, snakes, buffalo, elephants, leopards, hyenas, baboons, warthogs, scorpions, spiders and other potentially hazardous animals.

The Contractor shall recognise dangerous wildlife as a project-specific occupational health and safety hazard and shall include appropriate mitigation measures within the Health and Safety Plan. Prior to commencing any works, particularly pond dewatering, desludging, vegetation clearing, excavation or work adjacent to water bodies, the Contractor shall undertake a wildlife risk assessment to identify potential hazards and establish suitable control measures.

Where there is any indication of the presence of dangerous wildlife, the Contractor shall immediately suspend the affected work, secure the area and notify the Employer and the Engineer. Work shall not recommence until the area has been inspected and declared safe by a suitably qualified wildlife specialist or the relevant conservation authority.

7.23.3 Heat Stress

Working in very hot conditions can cause illness when heat stress overcomes the body's temperatures regulatory system resulting in heat strokes, heat exhaustion, dehydration, heat syncope, heat cramps and heat rash.

Considering the elevated temperatures experienced in the Kwazulu Natal region it is imperative that the PC develop a Heat Stress Management Plan in order to reduce the risk associated with heat stress.

8. HEALTH AND SAFETY FILE

The documentation submitted and approved following the awarding of the contract will be used to form the H&S file. The H&S file is required to be laid out in a logical manner, and documentation filed within the file is to be easily accessible. The following completed information shall be included (*but not be limited to*) as part of the index:

- The PSHSS;
- The H&S Plan, FPP, TMP and the approval by H&S Agent;
- Appointment by Client;

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- Mandatary agreement with Client;
- Notification of Construction Work;
- Detailed list of Contractors with contact details, appointments, Mandataries etc., H&S specifications issued;
- Record of Competencies (CVs) and appointments;
- Training Records;
- Method statements;
- Risk assessments;
- Safe work procedures;
- Emergency and injury management;
- Material Safety data sheets
- Medical surveillance records;
- Registers; and
- Records of audits, minutes etc.
- Employee records (*who is on site*)

ANNEXURE. 1 A

CLOSE OUT REQUIREMENTS

The H&S files for the Principal Contractors and all Contractors require closure and handover to the Client at the completion of the project. The following list is an example of what should be included, but is not exhaustive. The OHS Agent or the Client may require further information at the time of completion and the Principal Contractor is to ensure that all instructions are met. Documentation would include all records from the start of the project. Daily or monthly plant inspection records are not required unless they are related to an accident. All records to be in electronic format and submitted to the OHS agent for approval in adequately formatted lists and folders. Layout should be logical and in the same order as in the site files.

Health and Safety close out file requirements include:

- a) Client H&S Specification
- b) Principal Contractor's OHS Plan(s)
- c) Organograms
- d) Legal Appointments
- e) Department of Labour Annexure 1
- f) Letters of Good Standing for the Project
- g) Full files for all Contractors as well as their close out reports
 - List of Contractors
 - All employees employed on a permanent or contractual basis over the duration of the contract
 - Letters of Approval of Contractors
 - Mandatary Agreements
 - Letters of Good Standing
 - Appointments
- h) Incident Records
- i) Non- Conformance records
- j) Agent's Audits
- k) Method Statements
- l) Risk assessments

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m) Safe work procedures

n) Medical surveillance certificates of fitness. Medical records are to be kept according to the OH&S Act as amended
Defect and Liability Period

The H&S files are to be kept 'live' for the defect and liability period by the Principal Contractor, including those of their Contractors. Any work required during the defect and liability period will require an assessment of the H&S file by the OH&S Agent prior to any work commencing.

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CONTRACT NUMBER:		PROJECT NAME:	CONTRACT DETAILS:
1	GENERAL ACTIVITIES FOR THE MONTH (detail each area of work)		
2	NUMBER OF WORKERS (permanent and local, contractors)		
3	TRAINING DONE (supplier, no of people, type)		
4	INCIDENTS / ACCIDENT (list number and details, attach reports)		
5	NON-CONFORMANCES (closed out or active)		
6	CONTRACTORS (list, approval status)		
7	AUDITS COMPLETED (internal and external)		
8	CRITICAL ISSUES		
9	GENERAL		

NB: (To be submitted by the end of the first week of each month and be available with each audit)

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H&S Officer**Signature****Date:****Site Agent****Signature****Date:**

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ANNEXURE 1. C- To be followed when developing Safety File

CONTRACTOR SAFETY FILE INDEX		Yes	No	COMMENTS
1	SCOPE OF WORK			
2	PRINCIPAL CONTRACTOR APPOINTMENT CR 5(1)k			
3	LEADERSHIP COMMITMENT			
4	NOTIFICATION OF CONSTRUCTION WORK (CR4)			
5	HEALTH AND SAFETY WRITTEN AGREEMENT 37.2			
6	REGISTRATION WITH RELEVANT BODIES			
	* Letter of Good standing from compensation commissioner			
	* Electrical Contracting board of South Africa			
	* Explosives Schedule license			
	* Asbestos registered contractor			
	* Lifting equipment approved inspection and testing authority			
	* Training accredited provider certificate			
	* Pressure equipment approved inspection authority			
	* Other bodies applicable to the scope of work			
7	TAX CLEARANCE CERTIFICATE			
8	CONTRACTOR REGISTRATION			
9	VAT REGISTRATION			
10	PROOF OF PUBLIC LIABILITY			
11	LICENCE OF EXEMPTION. APPROVAL OF EXTENDED WORKING HOURS			
12	IF THE PRINCIPAL CONTRACTOR APPOINT ANOTHER CONTRACTOR/S *37.2 AGREEMENT BETWEEN PRINCIPAL CONTRAC AND SUB-CONTRACTOR * A 7(1)(c)(v) APPOINTMENT			
13	LIST OF EMPLOYEES TO BE EMPLOYED @ SITE FOR THE CONTRACTOR WORK			
14	CONTACTOR DETAIL OF A CONTRACTOR REPRESENTATIVE			
15	COPY OF ID DOCUMENT/ PASSPORT FOR EACH EMPLOYEE			
16	LEGAL APPOINTMENTS AS PER OHSACT AND CONSTRUCTION REGULATIONS			
17	PROOF OF COMPETENCY OF ALL ARTISANS OR VEHICLES			
18	SHE MANAGEMENT PLAN			
19	SHE POLICY FOR THE PRINCIPAL CONTRACTOR			
20	BASELINE RISK ASSESSMENTS/ISSUE BASE LINE RISK ASSESSMENTS			
21	SAFE WORK PROCEDURES RELATING TO WORK BEING DONE			
22	FALL PROTECTION PLAN			
23	EMERGENCY PROCEDURE INCLUDING EMERGENCY EVACUATION PLAN			
24	TOOL/ VEHICLES INSPECTION REGISTRATION			
25	MSDS			
26	TEST CERTIFICATES FOR ALL LIFTING EQUIPMENT BROUGHT ON SITE			
27	PPE REGISTER			
28	ANNEXURE 1- RECORDING AND INVESTIGATION OF INCIDENT			
29	WCL2 FORM			
30	COPY OF THE ACT/ COSTRUCTION REGULATIONS			

Health & Safety Consultant Approval

Project Engineer Approval

Name:

Name:

Signature

Signature

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PARTICULAR SPECIFICATION: PDS
Temporary Decommissioning, Draining, Desludging, Cleaning, Lining and
Recommissioning of Stabilisation Ponds

PDS 1 INTRODUCTION

PDS 1.1 Purpose and Scope

This specification covers the temporary decommissioning, isolation, draining, desludging, cleaning, rehabilitation, lining, testing and recommissioning of the existing wastewater stabilisation ponds.

The Works include the construction and commissioning of a new permanent sludge dewatering lagoon, which shall be used for the dewatering of sludge removed from the existing stabilisation ponds during the execution of the Contract and shall remain as part of the completed Works.

The Contractor shall provide all labour, plant, materials, temporary works and ancillary services necessary to complete the rehabilitation of the ponds while maintaining, as far as reasonably practicable, the continuous operation of the wastewater treatment works.

PDS 2 Construction Sequence

Prior to commencing pond rehabilitation works, the Contractor shall construct the new sludge dewatering lagoon complete with all associated inlet, outlet, drainage and return liquor facilities.

The sludge dewatering lagoon shall be fully operational before any pond is taken out of service.

The Contractor shall submit a detailed construction and process sequencing programme demonstrating how treatment will be maintained throughout the rehabilitation works.

No pond shall be isolated without the prior written approval of the Employer's Agent.

PDS 3 Temporary Decommissioning of Existing Ponds

The Contractor shall isolate and rehabilitate one pond at a time.

Influent flows shall be diverted through the remaining operational treatment units in accordance with the approved construction sequence.

Temporary stoplogs, penstocks, pumps, pipework and other temporary works required to maintain treatment shall be provided by the Contractor.

Under no circumstances shall untreated wastewater be discharged directly to the environment.

PDS 4 Pond Draining

Each pond shall be drained in a controlled manner using temporary pumping equipment.

Where practicable, decanted water shall be returned to the inlet works or another location within the treatment process approved by the Employer's Agent.

The Contractor shall ensure that dewatering does not damage embankments, inlet structures or outlet structures in ponds remaining in service.

PDS 5 Sludge Survey

Following dewatering of each pond, the Contractor shall undertake a sludge survey to determine the depth, extent and estimated volume of accumulated sludge.

The survey results shall be submitted to the Employer's Agent prior to commencement of desludging operations.

PDS 6 Desludging Operations

Accumulated sludge shall be excavated using suitable mechanical plant, including long-reach

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excavators where required.

The Contractor shall exercise due care to avoid damage to pond embankments, concrete structures, pipelines and other existing infrastructure.

All excavated sludge shall be transported directly to the new sludge dewatering lagoon.

The Contractor shall maintain suitable haul roads, ramps and access routes throughout the desludging operations.

PDS 7 Sludge Dewatering Lagoon

The new sludge dewatering lagoon shall receive all sludge removed from the stabilisation ponds.

The Contractor shall operate the lagoon to maximise sludge dewatering while preventing overtopping, uncontrolled seepage and pollution.

Supernatant water generated during sludge dewatering shall be collected and returned to the wastewater treatment process at a location approved by the Engineer.

Following completion of the desludging works, the lagoon shall be left in a clean, stable and fully operational condition suitable for future municipal use.

PDS 8 Sludge Dewatering Lagoon

The new sludge dewatering lagoon shall receive all sludge removed from the stabilisation ponds.

The Contractor shall operate the lagoon to maximise sludge dewatering while preventing overtopping, uncontrolled seepage and pollution.

Supernatant water generated during sludge dewatering shall be collected and returned to the wastewater treatment process at a location approved by the Engineer.

Following completion of the desludging works, the lagoon shall be left in a clean, stable and fully operational condition suitable for future municipal use.

PDS 9 Cleaning of Existing Ponds

Following removal of all sludge, each pond shall be thoroughly cleaned.

- Cleaning shall include the removal of:
- Residual sludge deposits.
- Organic matter.
- Vegetation and root systems.
- Floating debris.
- Foreign material.
- Loose soil and unsuitable material.

The pond floor and embankments shall be left clean and suitable for inspection and lining.

The Contractor shall expose and repair defects including erosion, settlement, damaged concrete, defective inlet and outlet structures and any other deficiencies identified by the Employer's Agent before commencement of lining works.

PDS 10 HDPE Lining

The pond floor and side slopes shall be trimmed, compacted and finished to provide a smooth, firm and uniform surface free from stones, roots, protrusions and other materials that may damage the liner. No lining shall be installed until the Employer's Agent has accepted the prepared subgrade.

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The Contractor shall supply and install the specified HDPE liner, including anchor trenches, field welding, pipe penetration details, concrete interface details, testing and all ancillary works.

All welding shall be undertaken by suitably qualified personnel using approved equipment and procedures.

PDS 10 Recommissioning

Following completion of rehabilitation works, each pond shall be recommissioned sequentially.

Recommissioning shall include:

- Removal of temporary works.
- Restoration of inlet and outlet structures.
- Controlled filling of the pond.
- Inspection of the geomembrane.
- Leakage inspection.
- Gradual return to normal operation.

The Contractor shall monitor the performance of each rehabilitated pond during recommissioning and rectify any defects before final acceptance.

PDS 11 MEASUREMENT AND PAYMENT

The rates and prices tendered shall include full compensation for pond isolation, dewatering, flow diversion, sludge excavation, transport of sludge to the new sludge dewatering lagoon, cleaning, preparation of pond surfaces, geomembrane installation, testing, recommissioning, environmental protection measures, temporary works and all incidental operations necessary to complete the Works.

Separate payment will be made only for those items specifically measured in the Bill of Quantities. No additional payment shall be made for construction sequencing, drying periods, operation of the sludge dewatering lagoon, or maintaining wastewater treatment during the execution of the Works unless expressly provided for elsewhere in the Contract.

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NKOMAZI LOCAL MUNICIPALITY

**KOMATIPOORT TOWN BULK SANITATION INFRASTRUCTURE
REFURBISHMENT**

CONTRACT N° : **NKO 43/2026**

**KOMATIPOORT WASTEWATER TREATMENT WORKS AND SEWER PUMPSTATIONS
REFURBISHMENT AND UPGRADE**

C4: SITE INFORMATION

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C O N T E N T S

PARAGRAPH	PARAGRAPH TITLE	PAGE No
C4.1	Geotechnical	275
C4.2	Atmospheric/Climatic	275
C4.3	Project Locality	278
C4.4	Tender Drawings	302

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C4.1 GEOTECHNICAL

Tenderers must satisfy themselves as to the nature of materials to be excavated under this contract.

No responsibility is accepted for any conclusions drawn by Tenderers from the results and information supplied (if any) and Tenderers must satisfy themselves as to the nature of materials to be excavated under this contract. Tenderers are at liberty to excavate trial holes or to carry out other investigations to satisfy themselves as to the nature of the ground that will be encountered in carry out the Works, provided that they advise the Employer's Agent of their intention to carry out such trial hole excavations or other investigations so that the necessary safety requirements can be ensured. Any trial hole excavated in areas close to pedestrian or vehicular traffic shall be barricaded and shall be backfilled immediately after inspection of the soil conditions.

The Tenderer shall be fully liable for any claims for losses, damage or injuries whatsoever arising out of, or as a consequence of, carrying out trial hole excavations for the purpose of his tender. Furthermore, the Employer's Agent's authority for the carrying out of any exploratory excavations is subject to the Tenderer indemnifying the Employer and the Employer's Agent against any such claims.

C4.2 ATMOSPHERIC / CLIMATIC

An extension of time as a result of abnormal rainfall and adverse weather conditions shall be calculated monthly being equal to the number of working days certified by the Engineer's Representative as lost due to rainfall and adverse weather conditions, less the number of days allowed for as in the table below, which could result in a negative figure for certain months.

The extension of time as a result of abnormal climatic conditions for which the Contractor may apply, shall be the cumulative algebraic sum of the monthly extensions. Should the sum thus obtained be negative, the extension of time shall be taken as Nil.

MONTH	Expected number of working days lost as result of normal rainfall	Average Monthly rainfall (mm)
January	5	145
February	4	125
March	3	95
April	2	55
May	1	22
June	1	10
July	1	8
August	1	18
September	2	45
October	3	75
November	4	115
December	5	135
TOTAL	32 days	848 mm

During the execution of the Works, the Employer's Agent's Representative will certify a day lost due to abnormal rainfall and adverse weather conditions only:

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- i. if no work was possible on the relevant working day on any item which is on the critical path according to the latest approved construction programme; or
- ii. if at least 50% of the work force and plant on site could not work during the specific working day.

Extension of time as a result of abnormal rainfall and adverse weather conditions shall be calculated monthly being equal to the number of working days certified by the Employer's Agent's Representative as lost due to rainfall and adverse weather conditions, less the number of days allowed for as in the table above, which could result in a negative figure for certain months. The total extension of time as a result of abnormal climatic conditions for which the Contractor may apply, shall be the cumulative algebraic sum of the monthly extensions. Should the sum thus obtained be negative, the extension of time shall be taken as nil.

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C4.3 PROJECT LOCALITY

The project site is located in Nkomazi Local Municipality, approximately 1.5km from Komatipoort Town CBD, at the following general locations:

- Komatipoort WWTW : 25°25'34.53"S 31°57'8.34"E
- Crocodile/Komatipoort Sewer Pumpstation :25°25'32.90"S 31°57'42.10"E
- Haartebees Sewer Pumpstation :25°25'56.00"S 31°57'56.90"E

Access to the site is via The National Route N4, Provincial Road R571 and local surfaced municipal roads.

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PART C5: ADDITIONAL RELEVANT DOCUMENTS

C5.1 Tender Drawings

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C5.2 GOVERNING CONDITIONS OF CONTRACT

This Contract shall be governed by the General Conditions of Contract for Construction Works, Third Edition (2015), issued by the South African Institution of Civil Engineering (SAICE), hereinafter referred to as GCC 2015.

GCC 2015 shall be read together with the Contract Data and the Special Conditions of Contract contained in this tender document. In the event of any ambiguity, discrepancy or inconsistency, the Special Conditions of Contract and Contract Data shall take precedence over the General Conditions of Contract, but only to the extent of the applicable amendment or inconsistency.

Any reference in this tender document to the General Conditions of Contract 2010 or any other edition shall be deemed to refer to the General Conditions of Contract for Construction Works, Third Edition (2015), unless expressly stated otherwise.

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