



CREIGHTON REGIONAL SPORTS CENTRE PHASE 3, WARD 14
CONTRACT No.: PWBS- B013/25/26 (Re-Advert)
(CIDB CATEGORY: 5CE OR HIGHER)

PROCUREMENT DOCUMENT
CONSTRUCTION OF CREIGHTON REGIONAL SPORTS CENTRE PHASE 3,
WARD 14.

THE TENDER

Name of Tenderer

CIDB CRS Number

Telephone Number

Fax Number

Address

Tender Sum

EMPLOYER:

Dr. Nkosazana Dlamini Zuma Municipality
Main Street, Creighton
P.O Box 62
Creighton
3263

Tel: (039) 833 1038

Fax: (039) 833 1179

CONSULTING ENGINEERS:

Masakhekulunge Project Managers
18602, Marine Drive, Manaba
P.O Box 464
Margate
4275

Tel: 039 312 0856

Fax: 086 527 3071

TENDER CLOSING ON 10th November 2025@ 12h00



EXPANDED PUBLIC WORKS PROGRAMME
CONTRIBUTING TO A NATION AT WORK

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DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY

CONTRACT No.: PWBS- B013/25/26 (Re-advert)

Contract period: 8 months

Construction of Creighton Regional Sports Centre Phase 3, Ward 14

PROCUREMENT DOCUMENT

FOREWORD

This document consists of two distinct clusters, namely the TENDER and the CONTRACT.

The TENDER consists of two parts, namely:

- **T1: Tendering Procedures** to be complied with by every tenderer submitting a tender offer; and
- **T2: Documents to be returned by the Tenderer**, including the returnable schedules and forms to be completed by each tenderer, some of which will eventually be incorporated into the contract between the successful tenderer and the Employer.

The CONTRACT consists of seven parts, namely:

- **C1: Contract Data and Agreements;**
- **C2: Pricing Data;**
- **C3: Scope of Work**
- **C4: Project Specification**
- **C5: Particular Specification**
- **C6: Site Information; and**
- **C7: Annexures** (that may have a bearing on the contract).

Each part or volume is preceded by its own table of contents.

SUMMARY FOR TENDER OPENING PURPOSES

[To facilitate the reading out of tender parameters at the opening of tenders, the tenderer shall complete this form and submit it with his tender]

Name of Contractor submitting the tender:.....

Tender amount (as stated in the Form of Offer): R.....

Alternative Tender offered? (Yes / No)

If "Yes" state amount: R

Specified Time for Completion: 8 months

Alternative Time for Completion offered? (Yes / No)

If "Yes", state time offered

Details of contact person:

Name (Print):

Telephone No: Fax No:

E-mail address:

Note: In the event of conflict between the data provided in this summary and that given in the tender, the latter shall prevail.

SIGNATURE:
(of person authorised to sign the tender)

TENDER

T1: TENDERING PROCEDURES

T2: RETURNABLE DOCUMENTS

T1: TENDERING PROCEDURES

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T1.1: TENDER NOTICE AND INVITATION TO TENDER



DR. NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY

CIDB CATEGORY: 5CE OR HIGHER

Project Name: CONSTRUCTION OF CREIGHTON REGIONAL SPORTS CENTRE PHASE 3, WARD 14

BID NOTICE

CONTRACT NO: PWBS- B013/25/26 (Re-advert)

1. BID INVITATION

Bids are hereby invited from suitably qualified and experienced Service Providers for the **Construction of Creighton Regional Sports Centre Phase 3** located in **Ward 14** of Dr Nkosazana Dlamini – Zuma Municipality (KZN 436).

This bid will be evaluated in terms of Ability and Capability of the company and 80/20 Preferential Procurement Point system and the points will be allocated as follows. **80 – Price, 20 –SPECIFIC GOALS.**

Specific Goals:

	POINTS	SUPPORTING DOCUMENTS
PRICE	80	
SPECIFIC GOALS	(20)	
Company operating within the Jurisdiction Dr NDZ LM	10	CIPC Document reflecting NDZ company physical Address
Company operating within the jurisdiction of Harry Gwala District Municipality	5	CIPC Document reflecting Harry Gwala District Municipality company physical Address
Company operating within the jurisdiction of KwaZulu-Natal Province	2	CIPC Document reflecting KwaZulu-Natal Province company physical Address

Company operating outside of KwaZulu Natal Province	0	CIPC Document reflecting outside of KwaZulu Natal Province company physical Address
Company 100% owned by black South African	2.5	Summary of CSD reflecting Race and Identity document or Drivers License
Company 60% owned by black South African women	2.5	1.Summary of CSD reflecting 60% company owned by black (Women) Gender and Identity document or Drivers License
Company 100% owned by black South African youth	2.5	1.Summary of CSD reflecting 100% company owned by black (youth) Gender and Identity document or Drivers License.
Company 50% owned by South African with disability	2.5	2.Summary of CSD reflecting 50% owned by a black South African with (Disability), a proof of medical certificate and an Identity document or Drivers License
Total points for Price and SPECIFIC GOALS	100	

COMPULSORY SITE INSPECTION AND DOCUMENTS

Bid documents will be made available as indicated in the table below at Creighton office. The cost of the bid document will be **R 476.00 per document** which is non-refundable.

BID NAME	BID NO.	EVALUATION CRITERIA	CIDB GRADING	COMPLUSORY BRIEFING	ABILITY AND CAPALITY CRITERIA TO QUALIFY	PRE-ORDER DOCUMENTS DATE	CLOSING DATE
CONSTRUCTION OF CREIGHTON REGIONAL SPORTS CENTRE PHASE 3	PWBS-B013/25/26 (Re-Advert)	Mandatory documents Ability & Capability and 80/20 (Price and specific goals)	5CE or Higher	29 th October 2025 @10h15 in Dr Nkosazana Dlamini Zuma Municipal Offices at Creighton.	60%	from 17 th October 2025 to 23 rd October 2025 @ 15h00	10 th November 2025@12 h00 pm

An Electronic copy is available on our website (www.ndz.gov.za) and etender <https://www.etenders.gov.za/> for FREE.

N.B All Bidders who require printed documents from the municipality must pre-order them as specified on the table below. (Proof of payment must be emailed to dlaminip@ndz.gov.za before the cut-off-date and time)

Dr Nkosazana Dlamini Zuma Local Municipality Banking details:

Bank name: First National Bank

Account no: 62026224999

Reference no: Please use company name and contract number of the project

Brach code: 250655

NB: All SUPPLIERS are expected to join the meeting by 10:00am, NO SUPPLIER Will be allowed to join the meeting after 10:15am.

NB: Please be advised that only attendance register will be signed during the 1st session of briefing and Documents will be signed on site.

N.B: All bidders must have printed copies on the briefing date before the briefing session commence.

THE FOLLOWING DOCUMENTS TO BE SUBMITTED WITH BID

- Valid tax clearance certificate or Tax Compliance Status PIN
- Submit proof that the bidder and its directors do not owe municipal rates and services.
- Copy of a certificate of Company Registration with the Registrar of Companies and CC's (CK).
- Specific Goals supporting documents
- Certified copies of ID's.
- Form of offer fully completed
- MDB 1, 4 ,6.1, 8 and 9 fully completed.
- Proof of registration with CSD
- **CIDB Grade Certificate 5CE or Higher**
- Registration with Dr NDZ LM Data base

CLOSING DATE

Bid documents must be submitted in a sealed envelope clearly marked with the Bid number and closing date and dropped off in the tender box at the **Dr Nkosazana Dlamini Zuma Municipality Offices, Main street, Creighton**. Late or faxed bids will not be accepted. Failure to comply with the above conditions will invalidate your offer. The Dr Nkosazana Dlamini Zuma Municipality reserves the right not to make an appointment.

NB: Bids will remain valid for a period of 90 days from date of the closing of the Bid.

Enquiries may be directed to the following persons during office hours (08:00 – 16:30)

BID ENQUIRIES

Procedure related enquires: Miss N. Holiwe

Technical Enquiries: Mr S.V Mngadi or Mr Z. Dlamini

Dr Nkosazana Dlamini Zuma Municipality Tel No: (039) 833 1038

P O Box 62 Fax No.: (039) 833 1179

Creighton

3263



Mr N.C Vezi
MUNICIPAL MANAGER

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	PWBS- B013/25/26 (Re-Advert)	BRIEFING DATE:	29 th October 2025 @ 10h00	CLOSING TIME:	10 th November 2025 @ 12h00
DESCRIPTION	CONSTRUCTION OF CREIGHTON REGIONAL SPORTS CENTRE PHASE 3, WARD 14				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS					
MAIN STREET					
CREIGHTON, 3263					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]
3. TOTAL NUMBER OF ITEMS OFFERED			4. TOTAL BID PRICE		R
5. SIGNATURE OF BIDDER			6. DATE		
7. CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	BTO		CONTACT PERSON	Mr S.V Mngadi or Mr Z.L Dlamini	
CONTACT PERSON	Miss N Holiwe		TELEPHONE NUMBER	039 833 1039	
TELEPHONE NUMBER	039 833 1039		FACSIMILE NUMBER		
FACSIMILE NUMBER	086 583 235		E-MAIL ADDRESS	mngadis@ndz.gov.za or dlaminiz@ndz.gov.za	
E-MAIL ADDRESS	holiwen@ndz.gov.za				

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

T1.2: TENDER DATA

T1.2.1: STANDARD CONDITIONS OF TENDER

The Conditions of Tender 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. This document is obtainable separately.

The Tender Data make several references to the Standard Conditions of Tender for details that apply specifically to this tender. The Tender Data shall have preference in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

The clause and sub-clause in the Standard Condition of Tender are prefixed with letter F which refer to Annex F of SANS 294

Clause No.

F.1.1 GENERAL

F.1.1 Actions

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.

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 the 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, will not form part of any contract arising from the invitation to tender.

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 will 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 Contract 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 will not accept or incur any liability to a Tenderer for such cancellation and rejection, but shall give reasons for such action.

F.1.5.2 After the cancellation of a tender process or the rejection of all tender offers the Employer may abandon the proposed procurement and re-issue a similar tender notice and invitation to tender not less than six months after the closing date for tender offers or have it performed in another manner at any time.

F.2**TENDERER'S OBLIGATIONS**

The Tenderer shall comply with the obligation's hereafter:

F.2.1**Eligibility**

Submit a tender offer only if the Tenderer satisfies the criteria stated in the Tender Data and if the Tenderer, or any of his principals, is not under any restriction to do business with the Employer.

Only those tenderer's who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour-intensive competencies for supervisory and management staff are eligible to submit tenders.

The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility criteria.

F.2.2**Cost of tendering**

Accept that 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 comply with requirements.

F.2.3**Check documents**

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

F.2.4**Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. He shall use and copy the documents issued by the Employer only for the purpose of preparing and submitting a Tender Offer in response to the invitation.

F.2.5**Reference documents**

Obtain, as necessary for submitting a Tender Offer, copies of the latest versions of Standards, Specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6**Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary, apply for an extension to the closing time stated in the Tender Data if necessitated as a result of the addenda.

F.2.7**Site visit and clarification meeting**

Attend the compulsory site visit and clarification meeting at which tenderers may familiarize them with aspects of the proposed work, services or supply, and raise questions. Details of the meeting 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 for submission of tenders stated in the Tender Data.

F.2.9**Insurance**

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

- F.2.10 Pricing the Tender Offer**
- F.2.10.1 Include in the rates, prices, and the tendered total of the prices 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 for submission of tenders stated in the Tender Data.
- F.2.10.2 Show VAT payable by the Employer separately as an addition to the tendered total of the prices.
- F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the Conditions of Contract identified in the Contract Data.
- F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the Tender Data. The Conditions of Contract identified in the Contract Data may provide for part payment in other currencies.
- F.2.11 Alterations to documents**
- Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or alterations or additions 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 Submit alternative Tender Offers only if a main Tender Offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative Tender Offer is to be submitted with the main Tender Offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the Tenderer proposes.
- 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 a Tender Offer to provide the whole of the works, services or supply identified in the Contract Data, unless stated otherwise in the Tender Data.
- F.2.13.2 Return all returnable documents to the Employer after completing them in their entirety, by writing in **black ink**.
- F.2.13.3 Submit 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.
- F.2.13.4 Sign the original (and all copies, if applicable) 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 signatory 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, if applicable) 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 "technical proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the Tenderer's name and contact address.
- F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the Tender Data.
- F.2.13.8 Accept that the Employer will not assume any responsibility for the misplacement of premature opening of the Tender Offer if the outer package is not sealed and marked as stated.
- 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 being 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. Proof of posting shall not be accepted as proof of delivery. The Employer will not accept Tender Offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Tender Data.
- F.2.15.2 Accept that, if the Employer extends the closing time stated in the Tender Data for any reason, the requirements of the Conditions 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.
- F.2.17 Clarification of Tender Offer after submission**
Provide clarification of a Tender Offer in response to a request to do so from the Employer during the evaluation of Tender Offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the Tender Offer should be sought, offered, or permitted. The total of the prices stated by the Tenderer shall be binding upon the Tenderer.
- 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 being non-responsive.
- F.2.18.2 Dispose of samples of materials, where required.
- F.2.19 Inspections, tests and analyses**
Provide access during working hours to premises for inspections, tests and analyses as provided for in the Tender Data.
- F.2.20 Submit securities, bonds, policies, etc.**

If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the Conditions of Contract identified in the Contract Data.

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

Include in the tender submission or provide the Employer with any certificates as stated in the Tender Data.

F.3 EMPLOYER'S UNDERTAKINGS

The Employer undertakes to:

F.3.1 Respond to clarification

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.3.2 Issue addenda

If necessary, issue addenda, which may amend or amplify the tender documents, to each Tenderer during the period from the date of the Tender Notice until 7 days before the tender closing time stated in the Tender Data. If, as a result of the issuing of addenda, a Tenderer applied 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 public 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, 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 name of each Tenderer whose Tender Offer is opened, the total of his prices, preferences claimed, if applicable, and time for completion (if any) for the main Tender Offer only.

F.3.5 Two-envelope system

- F.3.5.1 Where stated in the Tender Data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of Tenderers' agents who choose to attend at the time and place stated in the Tender Data and announce the name of each Tenderer whose technical proposal is opened.
- F.3.5.2 Evaluate the quality of the technical proposals offered by Tenderers, then advise Tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Tenderers who score in the quality evaluation more than the minimum number of points for quality stated in the Tender Data, and announce the score obtained for the technical proposals and the total price and any preferences claimed.
- Return unopened financial proposals to Tenderers whose technical proposals failed to achieve the minimum number of points for quality.
- F.3.6 Non-disclosure**
Not to 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, on opening and before detailed evaluation, whether each Tender Offer properly received:
- (a) complies with the requirements of the 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 Regard a responsive tender as one that conforms to all the items, 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) 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.
- F.3.8.3 Reject a non-responsive Tender Offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- F.3.9 Arithmetical errors**
1. Check responsive Tender Offers for arithmetical errors, correcting them in the following manner:
- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

- (b) If a Bill of Quantities (or Schedule of Quantities or Schedule of Rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
 - (c) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and their rates if a Bill of Quantities applies) to achieve the tendered total of the prices.
2. Consider the rejection of a Tender Offer if the Tenderer does not correct or accept the correction of his arithmetical errors in the manner described in above.

F.3.10 Clarification of a Tender Offer

Obtain clarification from a Tenderer on any matter that could give rise to ambiguity in a contract arising from the Tender Offer.

F.3.11 Evaluation of Tender Offers

F.3.11.1 Appoint an evaluation panel of not less than three persons. Reduce each responsive Tender Offer to a comparative offer and evaluate it using the tender evaluation methods that are indicated in the Tender Data and described as methods 1, 2, 3 and 4.

F.3.11.2 Method 1: 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.

F.3.11.3 Method 2: In the case of a Financial Offer and Preferences:

- (a) Score tender evaluation points for each Financial Offer.
- (b) Confirm that tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.
- (c) Calculate total tender evaluation points
- (d) Rank Tender Offers from the highest number of tender evaluation points to the lowest.
- (e) 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.

F.3.11.4 Method 3: In the case of a Financial Offer and Quality:

- (a) Score quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.
- (b) Score tender evaluation points for each financial offer.
- (c) Calculate the total tender evaluation points.
- (d) Rank Tender Offers from the highest number of tender evaluation points to the lowest.
- (e) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons no to do so.

F.3.11.5 Method 4: In the case of a Financial Offer, Quality and Preferences:

- (a) Score quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.
- (b) Score tender evaluation points for each financial offer.
- (c) Confirm that Tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.
- (d) Calculate total tender evaluation points.
- (e) Rank Tender Offers from the highest number of tender evaluation points to the lowest.

- (f) 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.

F.3.11.6 Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.6.1 Scoring financial offers

Score the financial offers of the 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 the number calculated using the formula and option described in table below as stated in the tender data.

FORMULAE FOR THE VALUE OF A

FORMULA	BASIS FOR COMPARISON	VALUE OF "A"	
		Option 1	Option 2
1	Highest price or discount	$[1+(P-P_m) / P_m]$	P/P_m
2	Lowest price or percentage commission/fee	$[1-(P-P_m) / P_m]$	P_m/P

P_m = is the comparative offer which is the most favourable

P = is the comparative offer of the tender under consideration

F.3.11.6.2 Scoring quality

Score quality in each of the categories in accordance with the Tender Data and calculate the goal score for quality.

F.3.12 Insurance provided by the Employer

If requested by the proposed successful Tenderer, submit for the Tenderer's information the policies or certificates of insurance (or both) which the Conditions of Contract identified in the Contract Data require the Employer to provide.

F.3.13 Acceptance of Tender Offer

F.3.13.1 Accept the Tender Offer only if the Tenderer complies with the legal requirements, if any, stated in the Tender Data.

F.3.13.2 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. Provided that the Form of Offer and Acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the Employer and the successful Tenderer as described in the Form of Offer and Acceptance.

F.3.14 Notice to unsuccessful Tenderers

After the successful Tenderer has acknowledged the Employer's notice of acceptance, notify other Tenderers that their Tender Offers have not been accepted.

F.3.15 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:

- (a) addendum issued during the tender period;
- (b) inclusion of some of the returnable documents;
- (c) other revisions agreed between the Employer and the successful Tenderer, and
- (d) the Schedule of Deviations attached to the Form of Offer and Acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful Tenderer for acceptance as soon as possible after the date of the Employer's signing of the Form of Offer and Acceptance (including the Schedule of Deviations, if any). Only those documents that the Conditions of Tender require the Tenderer to submit, after acceptance by the Employer, shall be included.

F.3.17 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.3.18 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.

T1.2.2: TENDER DATA

1. GENERAL

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 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.

Clause No.

F.1.1 The Employer is **DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY**.

F.1.2 Tender Document

(a) The Tender Document issued by the employer 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

C1.3: Form of Guarantee

C1.4: Agreement with adjudicator

C1.5: Agreement in terms of the OHSA No 85 of 1993

Part 2: Pricing Data

C2.1: Pricing Instructions

C2.2: Bill of Quantities

Part 3: Scope of Work

C3: Scope of Work

Part 4: Project Specification

Part 5: Particular Specification

Part 6: Site Information

C6: Site information

Part 7: Annexures

C7: Annexures

- (b) **Drawings.**
- (c) **“General Conditions of Contract for Construction Works – 2nd Edition 2015** issued by the South African Institution of Civil Engineering. (Short title “General Conditions of Contract 2010”). This document is obtainable separately, and Tenderers shall obtain their own copies.
- (d) **“Standard Specifications for civil works to be used as per SABS 1200: section for earthworks is SANS 1200DM, section for stormwater drainage is SANS 1200LE.**
- (e) This document is obtainable separately, and Tenderers shall obtain their own copies.
- (e) **The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2003 (Government Gazette No 25207 of 18 July 2003, Notice No R1010).** This document is obtainable separately, and Tenderers shall obtain their own copies.
- (f) In addition Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprise and labour.
- (i) The Construction Industry Development Board Act No 38 of 2000 and the Regulations in terms of the CIDB Act 38/2000, Government Notice No 692 of 9 June 2004,

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

F.1.4 The Employer's agent is:

Name : Masakhekulunge Project Managers
Address : 18602, Marine Drive, Manaba, 4275
P.O. Box 464, Margate, 4275
Tel. : 039 312 0856
Fax : 086 527 3071
Email address: admin@masakhekulunge.co.za

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 fore-going;
- (d) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy;
- (e) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;
- (f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes and contributions required in terms of legislation applicable to the work in the contract.

Only those Tenderers who are registered with the Construction Industry Development Board in a contractor-grading equal to a contractor grading designation **5CE OR HIGHER** as defined in the Regulations (June 2004), in terms of the CIDB Act No 38 of 2000, are eligible to submit tenders for this contract.

Joint ventures are eligible to submit tenders provided that:

- (g) every member of the joint venture is registered with the CIDB;
- (h) The combined contractor grading designation calculated in accordance with the Construction Industry Board Regulations is equal to or higher than a contractor grading designation stated above.

F.2.7 Site visit and Clarification

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

Location / venue: at Dr. Nkosazana Dlamini Zuma Local Municipality offices in Main Street, Creighton, 3263

Date: 29th October 2025 starting time: 10H15

Enquiries regarding the meeting and site inspection may be directed to:

Name: Mr S.V Mngadi or Z. Dlamini
Tel.: (039) 833 1038

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 L: *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 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 proper evaluation of the tendered alternative, otherwise the offer will not be considered;
 - (ii) Any alternative tender involving modifications to design will be assessed on its merits and may be accepted. An accepted alternative design will become the design for the purpose of 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 Tenderer will be liable for all costs necessary for the Engineer to check the alternative design offered

F.2.13

Submitting a Tender Offer

F.2.13.1

Tender Offer to provide the whole works, services or supply identified in the Contract Data, unless stated otherwise in the Tender Data.

F.2.13.3

Tender offers shall be submitted as an original only.

F.2.13.5

Delivery of Tender

The Employer's address for delivery of tender offers and identification details to be shown on each

tender offer package are:

Location of tender box: **Foyer of Dr. Nkosazana Dlamini Zuma Municipality offices**

Physical address: **Main Street, Creighton, 3263**

Identification details: **Construction of Creighton Regional Sports Centre Phase 3, Ward 14**

Contract No.: PWBS- B013/25/26 (Re-advert)

F.2.3.5 A two-envelope procedure will not be followed.

F. 2.15 Closing Time

The closing time for submission of Tender Offers is **12h00, on 10th November 2025**

Telephonic, telegraphic, telex, electronic or e-mailed tenders will not be accepted.

F. 2.16 Tender validity

The Tender Offer validity period is 90 days from the closing time for submission of tenders.

F.2.19 Inspection, tests and analysis

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 must be submitted with the bid

COMPULSORY DOCUMENTS	TICK
Proof of registration with CSD- starting with (MAAA)	
Joint Venture Agreement (if necessary) N.B Service provider to attach all company details documents is compulsory and MBD 1,4,8 and 9 must be fully completed	
Form of offer fully completed	
MBD 1,4, 8 and 9 fully completed	
(ACTIVE) CIDB Grading Certificate: 5CE or Higher	
Signed certificate of acknowledgement (NDZ stamped and signed by both service provider and municipal official)	
Briefing register must be signed by service provider	

NB: If a tenderer fails to submit the above documents, your tender will be disqualified.

DOCUMENTS TO BE SUBMITTED	TICK
a) Copies of CK Documents / Sole proprietary	
b) Valid Tax clearance certificate (with your pin number print and attach on the document Tax Clearance Certificate)	
c) MBD 6.1 fully completed	

d) Submit proof that the bidder (Company) and its (directors) do not owe municipal services.

- Attach updated municipal rates, water or electricity statement not in arrears for more than 90 days
- Or
- Attach a valid lease agreement if the director is leasing offices and residential Property with a confirmation letter from the landlord confirming that the municipal rates and services are in order.
- Or
- Attach exemption letter from the relevant municipality
- Or
- Attach affidavit if the Municipal Account is under your parents or siblings and they are responsible for paying municipal rates (if the address is the same as yours) and attach the copy of the Municipal rates and services for the above mentioned.
- Or
- Attach copy of a marriage certificate or affidavit and municipal account statement for rates and services, if Municipal account is under your spouse.

e) Certified copies of Identification documents of all members/directors of the entity.

f) Available Relevant Plant and Equipment Resources (**Tipper Truck, TLB, Grader, water cart, roller**). (Proof of owner ship of all the required plant and Equipment, e.g Logbooks and proof of purchase and Pro-forma agreement with plant hire)

g) Specific Goals supporting documents:

Preferential Points System – 80/20

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed the tenderer)
Company operating within the Jurisdiction Dr NDZ LM	10	
Company operating within the jurisdiction of Harry Gwala District Municipality	5	
Company operating within the jurisdiction of KwaZulu-Natal Province	2	
Company operating outside of KwaZulu Natal Province	0	
Company 100% owned by black	2.5	

South African			
Company 60% owned by black South African women	2.5		
Company 100% owned by black South African youth	2.5		
Company 50% owned by South African with disability	2.5		

Stage 1: Scoring quality (Ability and Capability of Company)

- Only tenderers who will achieve a score of 60% and more of the total available points will qualify for stage two of the evaluation.
- The criteria to be used to evaluate the proposals for **Ability and Capability of Company** (stage 1) will be as follows:

Points

1. Relevant Experience of Enterprise = 35
2. Experience of Key Personnel = 40

Total

= 75

KEY ASPECT OF CRITERION	BASIS FOR POINTS ALLOCATION	MAX POINTS	VERIFICATION METHOD
Relevant Experience of the contractor in Sportsfield construction or similar works	3 x completed Sports Field Projects with 1 or more of the following facilities (Guard house, Fencing with clear view or similar, combo court, out door gym paving, kiddo jungle gym or septic tank) projects) with a minimum project value R 2 500 000.00	35	Appointment letter and Letter of reference
	2 x completed Sports Field Projects with 1 or more of the following facilities (Guard house, Fencing with clear view or similar, combo court, out door gym paving, kiddo jungle gym or septic tank) projects) with a minimum project value R 2 500 000.00	20	Appointment letter and Letter of reference
	1 x completed Sports Field Projects with 1 or more of the following facilities (Guard house, Fencing with clear view or similar, combo court, out door gym paving, kiddo jungle gym or septic tank) projects) with a minimum project value R 2 500 000.00	10	Appointment letter and Letter of reference
Qualifications and CV's of Contracts Manager	National Diploma in Civil Engineering or Project Management or Built Environment Qualification with 3 years' experience or more in Sports Field	10	Certified copy of qualification to be attached with detailed CV

	Construction and rehabilitation of Sports Field and other related Civil works		
	National Diploma in Civil Engineering or Project Management or Built Environment Qualification with 2 years' experience in Sports Field Construction and rehabilitation of Sports Field and other related Civil works	7	Certified copy of qualification to be attached with detailed CV
	National Diploma in Civil Engineering or Project Management or Built Environment Qualification with 1-year experience in Sports Field Construction and rehabilitation of Sports Field	5	Certified copy of qualification to be attached with detailed CV
Qualifications and CV's of Site Agent	National Diploma or N3 in Civil Engineering or Built Environment Qualification with 3 years' experience in Sports Field Construction and rehabilitation of Sports Field and other related Civil works	15	Certified copy of qualification to be attached with detailed CV
	National Diploma or N3 in Civil Engineering or Built Environment Qualification with 2 years' experience in Sports Field Construction and rehabilitation of Sports Field and other related Civil works	10	Certified copy of qualification to be attached with detailed CV
	National Diploma or N3 in Civil Engineering or Built Environment Qualification with 1 year experience in Sports Field Construction and rehabilitation of Sports Field and other related Civil works	5	Certified copy of qualification to be attached with detailed CV
CV's of Site Foreman	10 or more years of experience in Sports Field s and rehabilitation of Sports Field, Courts, and other related Civil works	15	Detailed CV to be attached with clear experience and reference
	5- 9 years of experience in Sports Field s and rehabilitation of Sports Field, Courts, and other related Civil works	10	Detailed CV to be attached with clear experience and reference
	1-4 more years of experience in Sports Field s and rehabilitation of Sports Field, and other related Civil works	5	Detailed CV to be attached with clear experience and reference

Stage 2: Specific goals Points

The scores of the evaluators will then be averaged, weighed and totaled to obtain the final score for quality.

- a) Tenderers qualifying on (a) above will be further evaluated using the following procedure for the evaluation of responsive tenders (Price and preferences). The weighting of tender price and preferences of the tenderer will be done by way of a point system:

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

b) **Scoring Specific Goals**

The 20 points of the Scoring 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.)

Preferential Points System – 80/20

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Company operating within the Jurisdiction Dr NDZ LM	10	
Company operating within the jurisdiction of Harry Gwala District Municipality	5	
Company operating within the jurisdiction of KwaZulu-Natal Province	2	
Company operating outside of KwaZulu Natal Province	0	
Company 100% owned by black South African	2.5	
Company 60% owned by black South African women	2.5	
Company 100% owned by black South African youth	2.5	

Company 50% owned by South African with disability	2.5	
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F.3.12 Acceptance of Tender Offer

F.3.12.1 Tender Offers will only be accepted on condition that:

- (a) The tender offer is signed by a person authorised to sign on behalf of the Tenderer;

A price is entered against each item in the schedule of quantities, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as "indicated" or "provided elsewhere" is entered will deem the tender invalid.

- (b) A valid original Tax Clearance Certificate is included with his tender;
- (c) Tenderer's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003, filled in and signed by the authorized person, is included with his tender submission.

A Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture Agreement with his tender.

- (e) The Tenderer or a competent authorised representative of the Contractor who submitted the tender has attended the compulsory clarification meeting or site inspection.
- (f) The Contractor who submits the tender has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the Regulations 2003 promulgated in terms of the Act, or if the Contractor can submit proof or evidence that he will be able to register within 10 days of the closing date for submission of tenders.
- (g) A Compulsory enterprise questionnaire, filled in and signed by the authorized person, is included with his tender submission.
- (h) The tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges
- (i) The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- (j) The tenderer has not:
- (i) Abused the Employer's Supply Chain Management System; or
 - (ii) Failed to perform on any previous contract and has been given a written notice to this effect.

F.3.13 Copies of Contract

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

T2: RETURNABLE DOCUMENTS

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T2.2 RETURNABLE SCHEDULES AND FORMS

T2.2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES:

- A CERTIFICATE OF ATTENDANCE AT SITE MEETING
- B COMPULSORY ENTERPRISE QUESTIONNAIRE
- C RECORD OF ADDENDA TO TENDER DOCUMENTS
- D CERTIFICATE OF AUTHORITY FOR SIGNATORY
- E PLANT AND EQUIPMENT
- F EXPERIENCE OF TENDERER
- G PRESENT COMMITMENTS
- H PROPOSED SUBCONTRACTORS
- I KEY PERSONNEL
- J CURRICULUM VITAE OF KEY PERSONNEL
- K PRELIMINARY PROGRAMME
- L AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES
- M CONTRACTOR'S HEALTH AND SAFETY PLAN AND DECLARATION
- N CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB
- O TAX CLEARANCE CERTIFICATE
- P TENDERER'S FINANCIAL STANDING
- Q FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE
- R DECLARATION OF INTEREST
- SPECIFIC GOALS CLAIM FORM (MBD 6.1)
- DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)
- S RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE
- CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)
- R PROOF OF REGISTRATION WITH CSD
 - PROOF OF PURCHASE OF TENDER DOCUMENTS.
 - CERTIFICATE OF INDEPENDENT BID DETERMINATION
 - SKILLS DEVELOPMENT LEVY CERTIFICATE
 - WORKMEN'S COMPENSATION REGISTRATION CERTIFICATE
 - UNEMPLOYMENT INSURANCE FUND (UIF) REGISTRATION CERTIFICATE
 - FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

NOTE: The Tenderer is required to complete each and every schedule and form listed above to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is not responsive. The same applies to the Preferential Procurement Schedule in T2.2.2.

The following schedules and forms may or will be incorporated into the Contract:

A CERTIFICATE OF ATTENDANCE AT SITE MEETING

This is to certify that (*tenderer*) of (*address*) was represented by the person(s) named above at the compulsory clarification meeting held for all tenderers at Dr Nkosazana Dlamini Zuma Local Municipality offices at Main Road, Creighton on **29th October 2025** starting at **10H00**.

I / 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 and Engineer's representative, namely:

Employer's Representative

Name: Signature:

Capacity: Date and Time:

Engineer's Representative

Name: Signature:

Capacity: Date and Time:

Municipal Date Stamp

B: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

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

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

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

Section 4. **Particulars of sole proprietors and partners in partnerships.**

Name*	Identity number*	Personal income tax number*

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

Section 5. **Particulars of companies and close corporations**

Company registration number: _____

Close corporation number: _____

Tax reference number: _____

Section 6. **Record in the service of the state**

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

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

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

* Insert separate page if necessary.

Name of sole proprietor, partner, directors, manager, principal share holder or stake holder	Name of institution, public offices, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

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

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

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

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

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

** Insert separate page if necessary.*

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

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

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

Date: _____

Name: _____

Position: _____

Enterprise name: _____

C: RECORD OF ADDENDUM TO TENDER DOCUMENTS

I / We confirm that the following communications received from the Employer or his representative 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: DATE

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

D: CERTIFICATE OF AUTHORITY

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

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

(I) CERTIFICATE FOR COMPANY

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

Chairman:

As Witnesses: 1.....

2.....

Date:

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading ashereby 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.

NAME	ADDRESS	SIGNATURE	DATE

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

(III) **CERTIFICATE FOR PARTNERSHIP**

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

NAME	ADDRESS	SIGNATURE	DATE

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

(IV) **CERTIFICATE FOR JOINT VENTURE**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr./Ms....., authorized signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract No.....and any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY
Lead partner		

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

(V) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of Sole owner:

As Witnesses:

1.....

2.

Date:

REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

[Important note to Tenderer: Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and in T2.1, must be inserted here]

E: PLANT AND EQUIPMENT

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

Note: Each partner to a joint Venture is to provide the information required below with respect to his company's contribution to the plant and equipment resourcing of the Joint Venture.

(a) Details of major equipment that is owned by me / us and immediately available for this contract.

DESCRIPTION (<i>type, size, capacity etc.</i>)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

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

DESCRIPTION (<i>type, size, capacity etc.</i>)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

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

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

F: EXPERIENCE OF TENDERER

Note: Each partner to a Joint Venture is to provide the information required below with respect to his company's contribution to the experience of the Joint Venture.

A copy of the appointment letter and letter of reference for all Sports Field Projects with 1 or more of the following facilities (Guard house, Fencing with clear view or similar, combo court, out-door gym paving, kiddo jungle gym or septic tank) projects) with a minimum project value R 2 500 000.00, the completed projects must be attached here by the tenderer to be eligible for quality points.

Reference letters indicating the quality of work, cash-flow and time frames must be attached.

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

[illegible]

Attach additional pages if more space is required.

SIGNATURE: DATE

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

G: PRESENT COMMITMENTS

The following are list of contracts or tenders that I or we are currently committed to complete.

Employer and Contract Description	Contract Amount	Duration and Completion Date	Consulting Engineer

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

Date:

H: SUBCONTRACTING AFTER AWARD OF TENDER

Awarded bidder must subcontract 20% of the contract value to SMME service providers within the project specific area.

A Service provider awarded a contract may only enter into a subcontracting arrangement with the approval of the organ state.

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

I: KEY PERSONNEL

Contractors shall enter in the table below information in respect of the key personnel who will be engaged on the project. Abbreviated Curricula Vitae, which specifically address the questions posed in the Point Scoring Check for Ability and Capability, including the relevant certificates, to support the stated information must be included in the proposal together with a copy of this form.

Designation	Name	Qualification	Years' Experience
Contract Manager			
Site Agent			
Foreman			

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

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.

J: PRELIMINARY PROGRAMME AND CONSTRUCTION METHODOLOGY

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 Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

PROGRAMME

ACTIVITY	WEEKS / MONTHS											

[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Table (b) of Form I hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data]

TENDERS MUST ALSO ATTACH THEIR CONSTRUCTION METHODOLOGY TO BE ELEGIBLE TO BE AWARDED QUALITY SCORE NOT EXCEEDING A MAXIMUM OF 4 PAGES

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

K: 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.]

(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: DATE

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

L: CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

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), and the OHS Act 1993 Construction Regulations 2003.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:

- (a) From my own competent resources as detailed in 4(a) hereafter: ***Yes / No**
- (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ***Yes / No**
- (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter: ***Yes / No**

(* = delete whatever is not applicable)

4. Details of resources I propose:

(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 6, and competent persons as defined in Regulations 7, 8, 10, 11, 12, 14, 15, 18, 21(1), 22, 26 and 27, as applicable to this contract)

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

(b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

- (i) By whom will training be provided?
- (ii) When will training be undertaken?
- (iii) List the positions to be filled by persons to be trained or hired:
.....
.....
.....

(c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:
.....
.....
.....

5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
7. 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 OHSA 1993 Construction Regulations 2003, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

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

CONTRACTOR'S SAFETY PLAN

[The Tenderer shall attach to this page (or submit it separately) the Contractor's Health and Safety Plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2003 and referred to in Form J and in T2.1]

M: PROOF OF CIDB REGISTRATION

[The Tenderer shall attach hereto Proof of Registration with CIDB].

N: TENDERER'S FINANCIAL STANDING

In terms of Clause 9.2 of the Conditions of Tender the Employer may make inquiries to obtain a bank rating from the Tenderer's bank.

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

However, should the Tenderer be unable to provide a bank rating with his tender, he shall state the reasons as to why he is unable to do so, and in addition provide the following details of his banker and bank account that he intends to use for project:

Name of account holder:

Name of Bank: Branch:

Account number: Type of account:

Telephone number: Facsimile number:

Name of contact person (*at bank*):

Failure to provide either the required bank details or a certified bank rating with his tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.

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

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

O: TAX CLEARANCE CERTIFICATE

[The Tenderer shall attach hereto A VALID AND ORIGINAL TAX CLEARANCE CERTIFICATE AND COMPLIANCE PIN].

P: FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

[The Tenderer must attach hereto a letter from the bank or institution with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so].

Q: DECLARATION OF INTEREST (MBD 4)

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1. Full Name of bidder or his or her representative:.....

3.2. Identity Number:.....

3.3. Position occupied in the Company (director, trustee, shareholder²):.....

3.4. Company Registration Number:.....

3.5. Tax Reference Number:.....

3.6. VAT Registration Number:.....

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

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

3.8.1. If yes, furnish particulars.....

.....

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

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

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

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

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

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

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

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

3.11.1. If yes, furnish particulars

.....
.....

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

3.12.1. If yes, furnish particulars.

.....
.....

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

3.13.1. If yes, furnish particulars.

.....
.....

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

3.14.1. If yes, furnish particulars:

.....
.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to 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.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	SUPPORTING DOCUMENTS
Company operating within the Jurisdiction Dr NDZ LM	10		CIPC Document reflecting NDZ company physical Address
Company operating within the jurisdiction of Harry Gwala District Municipality	5		CIPC Document reflecting Harry Gwala District Municipality company physical Address
Company operating within the jurisdiction of KwaZulu-Natal Province	2		CIPC Document reflecting KwaZulu-Natal Province company physical Address
Company operating outside of KwaZulu Natal Province	0		CIPC Document reflecting outside of KwaZulu Natal

			Province company physical Address
Company 100% owned by black South African	2.5		Summary of CSD reflecting Race and Identity document or Drivers Licence
Company 60% owned by black South African women	2.5		1.Summary of CSD reflecting 60% company owned by black (Women) Gender and Identity document or Drivers Licence
Company 100% owned by black South African youth	2.5		1.Summary of CSD reflecting 100% company owned by black (youth) Gender and Identity document or Drivers Licence.
Company 50% owned by South African with disability	2.5		2.Summary of CSD reflecting 50% owned by a black South African with (Disability), a proof of medical certificate and an Identity document or Drivers Licence

- a) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.
- 1.4 **To be completed by the organ of state:**
- The maximum points for this tender are allocated as follows:
- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at

any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Company operating within the Jurisdiction Dr NDZ LM	10	
Company operating within the jurisdiction of Harry Gwala District Municipality	5	

Company operating within the jurisdiction of KwaZulu-Natal Province	2	
Company operating outside of KwaZulu Natal Province	0	
Company 100% owned by black South African	2.5	
Company 60% owned by black South African women	2.5	
Company 100% owned by black South African youth	2.5	
Company 50% owned by South African with disability	2.5	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have

—

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. 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 ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

MBD 9

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 consortium will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to quotations and contracts, quotations 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

.....
Position

.....
Name of bidder

.....
Date

R: RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE

This serves to conform that my **municipal rates and taxes are paid up to date and the following is attached:**

1. An original/certified copy of the most recent municipal certificate, indicating the status of payment of all municipal accounts and taxes: Electricity, water, refuse, rates and levies, from the Municipality in which jurisdiction it's business is situated.
2. In the case where the tenderer does not own property/is a tenant for the purpose of its business establishment, the tenderer to provide an original/certified copy of certificate from its landlord certifying that all the tenants payments in respect of all municipal accounts and taxes i.e. electricity, water, refuse, rates and levies are paid up to date.
3. In the case where it is not possible for a tenderer to obtain the certificate in (2) above from its landlord, the tenderer is required to submit an original/certified copy of the lease agreement for the premises where its business is situated.

S: PROOF OF REGISTRATION WITH CSD

[The Tenderer shall attach hereto the Proof of Registration with CSD].

PROOF OF PURCHASE OF TENDER DOCUMENTS

[The Tenderer shall insert here proof of purchase of the tender documents in the form of an official receipt.]

SKILLS DEVELOPMENT LEVY CERTIFICATE

[The Tenderer's Skills Development Levy Certificate to be inserted here].

WORKMEN'S COMPENSATION REGISTRATION CERTIFICATE

[The tenderer's Workmen's Compensation Registration Certificate or proof of payment of contributions to be inserted here].

UNEMPLOYMENT INSURANCE FUND (UIF) REGISTRATION CERTIFICATE

[The Tenderer's Unemployment Insurance Fund (UIF) Registration Certificate to be inserted here].

FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

[The Tenderer must attach hereto a letter from the bank or institution, with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee forthwith upon award of the contract to this tenderer].

SUPPORTING DOCUMENTS FOR CLAIMING SPECIFIC GOALS POINTS

The Tenderer must attach here to Documents as stipulated on the table below:

Item No.	Specific Goal	Supporting Document	Tick
	Company operating within the Jurisdiction Dr NDZ LM	CIPC Document reflecting NDZ company physical Address	
	Company operating within the jurisdiction of Harry Gwala District Municipality	CIPC Document reflecting Harry Gwala District Municipality company physical Address	
	Company operating within the jurisdiction of KwaZulu-Natal Province	CIPC Document reflecting KwaZulu-Natal Province company physical Address	
	Company operating outside of KwaZulu Natal Province	CIPC Document reflecting outside of KwaZulu Natal Province company physical Address	
	Company 100% owned by black South African	Summary of CSD reflecting Race and Identity document or Drivers Licence	
	Company 60% owned by black South African women	1.Summary of CSD reflecting 60% company owned by black (Women) Gender and Identity document or Drivers Licence	
	Company 100% owned by black South African youth	1.Summary of CSD reflecting 100% company owned by black (youth) Gender and Identity document or Drivers Licence	
	Company 50% owned by South African with disability	2.Summary of CSD reflecting 50% owned by a black South African with (Disability), a proof of medical certificate and an Identity document or Drivers Licence	

T2.2.3 PRO FORMA FORMS TO BE COMPLETED BY SUCCESSFUL TENDERER

- PERFORMANCE GUARANTEE T57
- .. PRO FORMA NOTIFICATION FORM IN TERMS OF OHSA 1993 CONSTRUCTION
REGULATIONS 2003 T59

PERFORMANCE GUARANTEE

Employer: *(name and address)*

.....

.....

Contract No:

(Contract title)

WHEREAS

(hereinafter referred to as "the Employer") entered into, on the day of 20....,

a Contract with

(hereinafter called "the Contractor") for *(CONTRACT TITLE)*

..... at

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

AND WHEREAS (hereinafter referred to as the Guarantor)
has/have at the request of the Contractor, agreed to give such security;

NOW THEREFORE WE,
do hereby guarantee to the Employer under renunciation of the benefits of division and execution the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to me/us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
3. This guarantee shall remain in full force and effect until the issue of the Final Approval Certificate, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

However, upon receipt by us of an authenticated copy of the Certificate of Completion in terms of the Contract, the amount of liability shall be reduced by 50%, which shall be in force until the issue of the Final Approval Certificate at expiry of the Defects Liability Period

4. My/Our total liability in terms hereof shall be limited to the sum of R
(in words)
(10 % of the tender sum) which amount I/we agree to hold at your disposal.
5. I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.
- A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.
6. I/We hereby choose domicilium citandi et executandi for all purposes arising hereof at
7. This guarantee is neither negotiable nor transferable and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer.

IN WITNESS WHEREOF this guarantee has been executed by us at on this
..... day of20.....

Signature:

Duly authorized to sign on behalf of: (Guarantor)

Address

As witnesses:

1.

2.

**PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993,
CONSTRUCTION REGULATIONS 2003**

[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2003, to the office of the Department of Labour]

1. (a) Name and postal address of Contractor:
.....
(b) Name of Contractor's contact person:
Telephone number:
2. Contractor's compensation registration number:
3. (a) Name and postal address of client:
.....
(b) Name of client's contact person or agent:
Telephone number
4. (a) Name and postal address of designer(s) for the project:
.....
(b) Name of designer's contact person:
Telephone number
5. Name of Contractor's construction supervisor on site appointed in terms of
Regulation 6(1): Telephone number:
6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2).
.....
7. Exact physical address of the construction site or site office:
.....
8. Nature of the construction work:
.....
9. Expected commencement date:
10. Expected completion date:
11. Estimated maximum number of persons on the construction site:
12. Planned number of subcontractors on the construction site accountable to Contractor:
13. Name(s) of subcontractors already chosen:
.....
.....

SIGNED BY:

CONTRACTOR: DATE:.....

CLIENT:..... DATE:.....

CONTRACT

C1.1: FORM OF OFFER AND ACCEPTANCE

C1: AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

Offer

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

TENDER NO.:PWBS-B013/25/26 (RE-ADVERT): CONSTRUCTION OF CREIGHTON REGIONAL SPORTS CENTRE PHASE 3, WARD 14.

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

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

.....

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

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

For the Tender:

Signature :

Name :

Capacity :

Name and address of organization:

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

Signature and name of witness:

Signature.....

Name.....

Date:

C1.1: FORM OF OFFER AND ACCEPTANCE

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 1 Agreement and Contract Data, (which include this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

The Tender 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 bonds, guarantees, proof of insurance and any other documentation to the 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 fulfill 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.....

Capacity.....

Name and address of organization:

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

Signature and name of witness:

Signature.....

C1.1: FORM OF OFFER AND ACCEPTANCE

Name.....

Date:

Schedule of Deviations

Notes:

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

1. Subject:

Details:.....

2. Subject:

Details:

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

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

For the Tenderer:

For the Employer:

.....	Signature	
.....	Name	
.....	Capacity	

C1.1: FORM OF OFFER AND ACCEPTANCE

Name and address of organisation:

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

Name and address of organisation:

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

..... **Witness Signature**

..... **Witness Name**

..... **Date**

.....

.....

.....

C1.1: FORM OF OFFER AND ACCEPTANCE

CONFIRMATION OF RECEIPT

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

The (Day) Of (Month) 20..... (Year)

At (Place)

For the Contractor:

.....
Signature

.....
Name

.....
Capacity

Signature and name of witness:

.....
Signature

.....
Name

C1.2: CONTRACT DATA

C1.2: CONTRACT DATA

**C1.2.1 Contract Data For: CONSTRUCTION OF CREIGHTON REGIONAL SPORTS CENTRE
PHASE 3, WARD 14.**

PART 1: DATA PROVIDED BY THE EMPLOYER

C.1.2.1: CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, 3rd Edition 2015 (GCC 2015), published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House 1685, is applicable to this Contract and is obtainable from www.saice.org.za. Print 3.1 or later printing of GCC 2015 will apply to this contract.

C.1.2.2: CONTRACT SPECIFIC DATA

Each item of data given below is cross-reference to the clause in the Condition of Contract to which it applies.

Following contract specific data, referring to the General Conditions of Contract for Construction Works, 3rd Edition 2015, are applicable to this Contract:

1.1.1 Definitions

Add the following definition:

"1.1.1.35 "Schedule of Documents" means the document so designated in and forming part of the Tender Documents"

1.3.5 Contractor's Copyright

Add to Clause 1.3.5

"The Contract Specific Data, Specifications (other than Standardized Specifications), Bills of Materials and Drawings are the copyright of Masakhekulunge Project Managers."

4.1.2 Contractor's liability for own design errors

In Clause 4.1.2, line 4, amend "any drawing" to read "any design, drawings"

4.3.1 Compliance with applicable laws

Add to the end Clause 4.3.1:

"The Contractor shall, within the time stated in the Appendix to Part 1 of the Contract Data, deliver to the Employer, for his approval, a health and safety plan as required by Regulations 4 (2) and 5 (1) of the Construction Regulations, 2003 of the Occupational Health and Safety Act.

The Employer shall approve (or disapprove) the health and safety plan within the time stated in the Appendix to Part 1 of the Contract Data from the date of receipt of the submission.

The Contractor shall, within the time stated in the Appendix to Part 1 of the Contract Data, deliver to the Employer a Mandatory Form as envisaged by section 37 (2) of the Occupational Health and Safety Act. (See Pro Forma: Agreement in terms of the Occupational Health and Safety Act bound in the

C1.2: CONTRACT DATA

Tender Documents.)”

4.3.2 Proof of good standing

Add to Clause 4.3.2:

“With regard to the Compensation for Occupational Injuries and Diseases Act (Act No.130 of 1993), the Contractor shall, within such time as is stated in the Appendix to Part 1 of the Contractor Data for the production of insurance policies in terms of Clause 8.6.6, deliver to the Employer a letter, either

(a) from his Insurance Company certifying that the Contractor has effected insurance with the Company for the full extent of his potential liability in respect of all workmen employed by him on the Contract and undertaking to notify the Employer of the expiry date of the policy at least one calendar month before such date, or

(b) from the Compensation Commissioner certifying that the Contractor has complied with the requirements of the above-mentioned Act and is at present in good standing with the Compensation Fund”.

5.4.2 Access not exclusive

The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope of Works

5.12.1 Extension of time for Practical Completion

Add to Clause 5.12.1

“Should the Contractor consider that he may, during the course of the Contract, wish to invoke “abnormal climatic conditions” as a circumstance entitling him to an extension of time for the completion of the Works, he shall, before commencing any of the Permanent Work, establish an approved weather recording station with an approved observer who shall record daily the weather conditions that the Contractor may wish to invoke. The Records shall be submitted weekly to the Engineer’s Representative, together with a statement recording the Contractor’s opinion of the effect on his programme of any weather condition that he may consider to be abnormal.”

The claim for extension of time shall be the sum of all the positive monthly totals for the Contract Period. Negative monthly totals shall be disregarded. A day shall be considered as lost when the Cluster Manager agrees that no work was done or was capable of being done on any item shown on the critical path of the current construction programme. Items which are not shown on the critical path and have been affected by rainfall will not be considered for extension of time.

MONTH	EXPECTED NUMBER OF WORKING DAYS LOST DUE TO NORMAL RAINFALL	MONTH	EXPECTED NUMBER OF WORKING DAYS LOST DUE TO NORMAL RAINFALL

C1.2: CONTRACT DATA

January	7	July	1
February	6	August	2
March	7	September	2
April	4	October	3
May	3	November	5
June	2	December	3

5.12. Some reasons for extension of time*

Add to Clause 5.12.2.1:

“Extension of time in respect of rainfall conditions shall be calculated in accordance with the method and data given in the Scope of Work.”

6.6.1 Provisional Sums

In Clause 6.6.1.2.1, the first line, after word “sum” insert “, excluding VAT,” and in Clause 6.6.1.2.2, the third line, after the word “amount” insert, “excluding VAT”.

6.6.2 Prime Cost Sums

In Clause 6.6.2, line 4, after the word “price”, insert “, excluding VAT,”

6.9.1 Vesting Plant and Materials

Add to Clause 6.9.1:

The Contractor shall where practicable before delivery, and in any event not later than 24 hours after delivery to the Site, inform the Engineer of any materials which are not his sole property.”

6.9.2 Definition of “materials”

In Clause 6.9.2, last line, amend “Works” to read “Permanent Works”.

6.10.1 Interim Payments

In Clause 6.10.1.5, line 4 amend “documentary evidence” to read” a signed statement”.

7.2.1 Quality of Plant, Workmanship and Materials

Add at the end of Clause 7.2.1:

Unless otherwise directed in writing by the Engineer, materials for the Permanent Works shall be new and used.

7.8.1 Making good of defects in Defects Liability Period

In Clause 7.8.1, paragraph 2, line 2, after the words “Defects Liability Period”, insert “within the period specified by the Engineer”, and amend “thereafter” to read “after the Defects Liability Period”

8.3.1 Excepted risks

In Clause 8.3.1.9 insert at the beginning, “Except where the Contract specifically so provides,”

C1.2: CONTRACT DATA

8.6.1 Insurances to the effected.

Add to Clause 8.6.1.3:

"The minimum amount of insurance required in terms of this Clause, as stated in the Appendix to Part 1 of the Contract Data, shall be per event, the number of events being unlimited."

Amend Clause 8.6.1.5 to read:

"All material stored off Site, and intended for incorporation in the Permanent Works, including their delivery to the Site and off-loading on Site, to the value of such materials for which payment is made in terms of Clause 6.10.1.1 hereof."

8.6.5 Employer to approve insurance policy

Add to Clause 8.6.5 after "with held"

"The Employer shall approved (or disapprove) the terms of the insurance within the time state in the Appendix to Part 1 of the Contract Data from the date of receipt of the policies provided in terms of Clause 8.6.5."

8.6.6 Contractor to produce proof of payment

Add to Clause 8.6.6:

"The policies and the proof of payment of premiums and continuity of the policies shall be produced within such time as is stated in the Appendix to Part 1 of the Contract Data."

8.6.8 Claims arising

Add Clause 8.6.8:

"In the event of any claim arising under the policies held in terms of this Clause, the Contractor shall forthwith take all necessary steps to lodge his claim on the joint behalf of himself and the Employer, and to secure settlement of such claim, and the claim submitted by the Contractor shall cover the cost of repairing and making good as required by Clause 8.2.2.1 and 8.2.2.3."

Payment for the labour-intensive component of the works

Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

Contractor's default in payment to labourers and employees:

Any dispute between the Contractor and Labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.

The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honored in time, out of any moneys due or which may become due to the Contractor under the Contract.

C1.2: CONTRACT DATA

Applicable labour laws

The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

1. Introduction

- 1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

1.2 In this document –

- a) "department" means any department of the State, implementing agent or contractor;
- b) "employer" means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;
- c) "worker" means any person working in an elementary occupation on a SPWP;
- d) "elementary occupation" means any occupation involving unskilled or semi-skilled work;
- e) "management" means any person employed by a department or implementing agency to administer or execute an SPWP;
- f) "task" means a fixed quantity of work;
- g) "task-based work" means work in which a worker is paid a fixed rate for performing a task;
- h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;
- i) "time-rated worker" means a worker paid on the basis of the length of time worked.

2. Terms of Work

- 2.1 Workers on a SPWP are employed on a temporary basis.
- 2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
- 2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

3. Normal Hours of Work

- 3.1 An employer may not set tasks or hours of work that require a worker to work–
 - a) more than forty hours in any week
 - b) on more than five days in any week; and
 - c) for more than eight hours on any day.
- 3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

4. Meal Breaks

- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2 An employer and worker may agree on longer meal breaks.
- 4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

C1.2: CONTRACT DATA

- 4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

5. Special Conditions for Security Guards

- 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

6. Daily Rest Period

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

7. Weekly Rest Period

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

8. Work on Sundays and Public Holidays

- 8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.
8.2 Work on Sundays is paid at the ordinary rate of pay.
8.3 A task-rated worker who works on a public holiday must be paid –
a) the worker's daily task rate, if the worker works for less than four hours;
b) double the worker's daily task rate, if the worker works for more than four hours.
8.4 A time-rated worker who works on a public holiday must be paid –
a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

9. Sick Leave

- 9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
9.4 Accumulated sick-leave may not be transferred from one contract to another contract.
9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
9.7 An employer must pay a worker sick pay on the worker's usual payday.
9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
a) absent from work for more than two consecutive days; or
b) Absent from work on more than two occasions in any eight-week period.
9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorized to issue medical certificates indicating the duration and reason for incapacity.

C1.2: CONTRACT DATA

9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

9.11 Maternity Leave

9.12 A worker may take up to four consecutive months' unpaid maternity leave.

9.13 A worker is not entitled to any payment or employment-related benefits during maternity leave.

9.14 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

9.15 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

9.16 A worker may begin maternity leave –

a) four weeks before the expected date of birth; or

b) on an earlier date –

(i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or

(ii) if agreed to between employer and worker; or

c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

9.17 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

9.18 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

10. Family responsibility leave

10.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances –

a) when the employee's child is born;

b) when the employee's child is sick;

c) in the event of a death of –

(i) the employee's spouse or life partner;

(ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

11. Statement of Conditions

11.1 An employer must give a worker a statement containing the following details at the start of employment –

a) the employer's name and address and the name of the SPWP;

b) the tasks or job that the worker is to perform; and

c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;

d) the worker's rate of pay and how this is to be calculated;

e) the training that the worker will receive during the SPWP.

11.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

11.3 An employer must supply each worker with a copy of these conditions of employment

C1.2: CONTRACT DATA

12. Keeping Records

12.1 Every employer must keep a written record of at least the following –

- a) the worker's name and position;
- b) in the case of a task-rated worker, the number of tasks completed by the worker;
- c) in the case of a time-rated worker, the time worked by the worker;
- d) payments made to each worker.

12.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

13. Payment

13.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

13.2 A task-rated worker will only be paid for tasks that have been completed.

13.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

13.4 A time-rated worker will be paid at the end of each month.

13.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

13.6 Payment in cash or by cheque must take place –

- a) at the workplace or at a place agreed to by the worker;
- b) during the worker's working hours or within fifteen minutes of the start or finish of work;
- c) in a sealed envelope which becomes the property of the worker.

13.7 An employer must give a worker the following information in writing –

- a) the period for which payment is made;
- b) the numbers of tasks completed or hours worked;
- c) the worker's earnings;
- d) any money deducted from the payment;
- e) the actual amount paid to the worker.

13.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it

13.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

14. Deductions

14.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

14.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

14.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.

14.4 An employer may not require or allow a worker to –

- a) repay any payment except an overpayment previously made by the employer by mistake;
- b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
- c) pay the employer or any other person for having been employed.

C1.2: CONTRACT DATA

15. Health and Safety

- 15.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 15.2 **Provision of Hand tools.** The Contractor shall throughout the project duration, provide his/her labour force with hand tools of adequate quality, sufficient in numbers and make the necessary provisions to maintain the tools in good and safe working conditions.
- 15.3 A worker must –
- a) work in a way that does not endanger his/her health and safety or that of any other person;
 - b) obey any health and safety instruction;
 - c) obey all health and safety rules of the SPWP;
 - d) use any personal protective equipment or clothing issued by the employer;
 - e) report any accident, near-miss incident or dangerous behavior by another person to their employer or manager.
 - f)

16. Compensation for Injuries and Diseases

- 16.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 16.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- 16.3 The employer must report the accident or disease to the Compensation Commissioner.
- 16.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

17. Termination

- 17.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 17.2 A worker will not receive severance pay on termination.
- 17.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- 17.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- 17.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

18. Certificate of Service

- 18.1 On termination of employment, a worker is entitled to a certificate stating –
- a) the worker's full name;
 - b) the name and address of the employer;
 - c) the SPWP on which the worker worked;
 - d) the work performed by the worker;
 - e) any training received by the worker as part of the SPWP;
 - f) the period for which the worker worked on the SPWP;
- any other information agreed on by the employer and worker.

C1.2: CONTRACT DATA

ADDITIONAL CLAUSES

Form of Offer

The Form of Offer to be used shall be the Offer bound in this document, which is not necessarily the same as the attached to the published version of the General Conditions of Contract.

Form of Acceptance

The Form of Acceptance to be used shall be the Acceptance bound in this document, which is not necessarily the same as that attached to the published version of the General Conditions of Contract.

Pro forma- Performance Guarantee

The Performance Guarantee shall be in the form bound in this document, which is not necessarily the same as that attached to the published version of the General Conditions of Contract.

C1.2: CONTRACT DATA

C.1.2.3. Compulsory Data

Clause 1.1.1.13: Defects Liability Period is 6 months

Clause 1.1.1.14: The time for achieving Practical Completion is 8 months.

A. DATA TO BE PROVIDED BY THE EMPLOYER

REF. CLAUSE No DATA BY EMPLOYER

Clause 1.1.1.15: **Name of Employer:** DR. NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY

Clause 1.1.1.26: **The Pricing Strategy is Fixed Contract.**

Clause 1.2.1.2: **Address of Employer:**

Physical: Main Street
Creighton
3263

Postal: P/Box 62
Creighton
3263

Telephone No: (039) 833 1038
Fax No: (039) 833 1179

Clause 1.1.1.16: **Name of Engineer:** MASAKHEKULUNGE PROJECT MANAGERS

Clause 1.2.1.2 **Address of Engineer:**

Physical: 18602 Marine Drive
Manaba
4275

Postal: P O Box 464
Margate
4275

E-mail: admin@masakhekulunge.co.za
Telephone No: 039 312 0856
Fax No: 086 527 3071

Clause 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)

Clause 5.3.2: The time to submit the documentation required before commencement with Works execution is 14 days.

Clause 5.8.1: The non-working days are: Sundays

The special non- working days are:

- 1) All statutory holidays as declared by National/ Regional Government

C1.2: CONTRACT DATA

2) The year-end break commencing on 15th December and ending on 6th January of Next year.

Clause 5.13.1:

- The penalty for failing to complete the Works is **R5 000 per day** of the contract value per Calendar date.
- Removal of plant from site without engineers written consent – **R 2 000 per** calendar day.
- Late payment of local labour by 30 days from date of payment – **R 2 000 per** calendar day.
- The Contractor shall be liable to the Engineer for a sum of **R 2000** as a penalty for every working day that the engineer is employed on this project between due completion date and practical completion

Clause 5.16.3: The latent defect period is **10 years** for civil engineering works

Clause 6.10.1.5: The percentage advance on materials not yet built into the Permanent Works is **80%**

Clause 6.10.3: The retention money is **10%** of the contract value. This retention will be released in two stages, i.e. at practical completion stage and after the defects liability period has lapsed. This emphasizes that the municipality will release **5%** at the final claim.

Clause 8.6.1.1.3: The amount to cover professional fees for repairing damage and loss to be Included in the insurance sum is **R 100 000.00**

Clause 8.6.1.3: The limit of indemnity for liability insurance is **R2 000 000.00**

B: DATA TO BE PROVIDED BY CONTRACTOR

REF. CLAUSE No DATA BY CONTRACTOR

Clause 1.1.1.9: **Name of Contractor:**

Clause 1.2.1.2: **Address of Contractor:**

Physical: Postal:

.....

E-mail:

Telephone No: Fax No:

4.6.3 The variations in cost of special materials will be based on the following:

<u>Special Material</u>	<u>Unit</u>	<u>Rate or Price</u>
.....		
.....		
.....		

C1.3: FORM OF GUARANTEE

C1.3: FORM OF GUARANTEE

C1.3.1: PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, 3rd Edition 2015.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Engineer" means:

"Works" means:

"Site" means:

"Contract Sum" means: The accepted amount inclusive of tax of R.....

"Amount in words:

"Guaranteed Sum: means: The maximum aggregate amount of R.....

Amount in words:

"Expiry Date" means:

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certification of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intension whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;

C1.3: FORM OF GUARANTEE

- 3.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
- 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in a n Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contract stating that a period of seven (7) days has elapsed since the first written demand I 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 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 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

C1.3: FORM OF GUARANTEE

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 expired 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 liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South African 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.....

Date.....

Guarantor's signatory (1)

Capacity.....

Guarantor's signatory (2).....

Capacity.....

Witness signatory (1).....

Witness signatory (2).....

C1.4: ADJUDICATOR'S CONTRACT

C.1.4.1: DISCLOSURE STATEMENT

Contract : _____

Contractor : _____

Employer : _____

Engineer : _____

Dear Sirs

I am willing available to serve as (*ad-hoc/standing*) Adjudication Board Member in the above mentioned Contract.

In accordance with the General Conditions of Contract for Construction Works Adjudication Board Rules relating to disclosure statements by selected or nominated persons to the adjudication, I hereby state that:

I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.

I have had no previous involvement with this project.

I do not have any financial interest in this project.

I am not currently employed by the contractor, Employer or Engineer.

I do not have any financial connections with the Contractor, Employer or Engineer.

I do not have or have not had a personal relationship with any authoritative, member of the Contractor, Employer or the Engineer which could affect my impartiality.

I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived to affect same.

Should there be any deviation from foregoing statements, details shall be given.

I further declare that I am experienced in the work which is carried out under the Contract and in interpreting contract documentation.

Name in full: _____

Signature: _____

C1.4.2: ADJUDICATION BOARD MEMBER AGREEMENT

This Agreement is entered into between:

Adjudication Board Member:

Contractor:

Employer

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

The parties entered into a contract for which provides that a dispute under or in connection with the General Condition of Contract for Construction Works, Second Edition 2010, must be referred to

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 Condition of Contract for Construction Works Adjudication Board Rules and Agreement.
2. The adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Engineer 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 Members 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 travelling:
 - a. A monthly retainer of for of months, and / or
 - b. A daily fee of based on a hour day, and/or
 - c. A hourly fee of ,and/or

AGREEMENTS AND CONTRACT DATA

C.1.4: AGREEMENT WITH ADJUDICATOR

- d. A non – recurrent appointment fee of 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 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:

Adjudication Board Member's name:

Place:

Date:

**Delete the inapplicable part*

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

THIS AGREEMENT is made between

(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 CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

CONTRACT NO.: _____: **Construction of Creighton Regional Sports Centre Phase 3, Ward 14**, for the construction, completion and maintenance of the works;

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to

C.1.5: OHS

comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps- as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps- may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps- it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at for and on behalf of the
CONTRACTOR on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Thus signed at for and on behalf of the **EMPLOYER**
on this day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

- 1 Measurement and payment shall be in accordance with the relevant provisions of clause 8 of each of the SABS 1200 Standardized 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 SABS 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
Pa	=	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
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

7. 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.
8. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
9. The short descriptions of the items of payment given in 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.
10. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the SABS 1200 Standardised Specifications.
11. All prices and rates entered in the Bill of Quantities must be excluding Value Add Tax (VAT) will be added last on the summary page of the Bill of Quantities
12. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bills of Quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities, which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
13. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
14. All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will lead the Tenderer to be disqualified. **Bracketing of rates, failure to complete items on the bill of quantities and leaving items blank or dashed will also lead to the tenderer to be disqualified.**
15. Only a rand value, nil and zero will be considered in the bill of quantities.

C2.2 : BILLS OF QUANTITIES

ITEM	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SABS 1200 A	SECTION 1				
		PRELIMINARIES AND GENERAL				
100,00	8,30	FIXED CHARGES AND VALUE RELATED ITEMS				
101,00	8,30	Fixed Charges				
101,01	8.3.1	Contractual Requirements	Sum	1,00		
101,02		Dealing with water (subclause 5.5)	Sum	1,00		
101,03		Ablution and Latrine Facilities	Sum	1,00		
101,04		Tools and Equipment	Sum	1,00		
101,05		Establishment of Facilities on the Site	Sum	1,00		
101,06		Removal of Site Establishment	Sum	1,00		
102,00	8,40	TIME RELATED ITEMS				
102,01	8.4.1	Contractual Requirements	Mnth	1,00		
102,02		Supervision for Duration of Contract	Sum	1,00		
102,03		Setting Out	Sum	1,00		
102,04		Clearance of Site during Construction and on Completion	Sum	1,00		
103,00	8.4.2.1	Facilities for Contractor for the duration of Construction, except where otherwise stated				
103,01		Offices and storage sheds	Sum	1,00		
103,02		Contractor's initial obligation in respect of the OHSA and Construction Regulations	Sum	1,00		
103,03		Contractor's time related obligation in respect of the OHSA and Construction Regulations	Sum	1,00		
103,04		Submission of Health and safety file	Sum	1,00		
103,05	(a)	Allow for payment Community Liason Officer (CLO)	PC Sum	1,00	R 30 000,00	R 30 000,00
	(b)	Allow for percentage on above to cover overheads and profit	Sum	%	R 30 000,00	
103,06	(a)	Allow for payment Community Student (S4)	PC Sum	1,00	R 42 000,00	R 42 000,00
	(b)	Allow for percentage on above to cover overheads and profit	Sum	%	R 42 000,00	
104,00		TEMPORARY WORKS				
104,01		Protection of existing structures and fences (including temporary structures) until construction in the vicinity is complete	Sum	1,00		
104,02		Excavate by hand in soft material to expose existing services for				
104,03		(a) Electrical Cables	m³	5,00		
104,04		(b) Water Pipes	m³	5,00		
104,05		Additional Survey				
104,06		(a) Survey in terms of Land Survey Act (Locate and record boundary pegs)	P Sum	1,00		Rate Only
104,07		Contractors mark up on items (a) above	Sum	1,00	%	
104,08		(b) Additional Survey required for redesign and relocation of existing services	P Sum	1,00		Rate Only
104,09		Contractors mark up on items (b) above	Sum	1,00	%	
Total Carried Forward						

Item	LIC	Description	Unit	Qty	Rate	Amount
		<u>SECTION 2.</u>				
		<u>BILL NO 2.</u>				
		<u>EARTHWORKS (PROVISIONAL)</u>				
		<u>SITE CLEARANCE</u>				
2.1		Clear site for all grub, shrubs, debris etc.	m ²	300		
		<u>EXCAVATION, FILLING, ETC OTHER THAN BULK</u>				
		<u>Excavation in earth not exceeding 2m deep</u>				
2,2		Cut and fill to reduce levels and compact to 98% Mod ASHTOO.	m ³	150		
2,3	LIC	Trenches	m ³	5,98		
		<u>Extra over trench and hole excavations in earth for excavation in</u>				
2,4		Hard rock (Provisional)	m ³	1		Rate Only
2,5		Soft Rock (Provisional)	m ³	3		
		<u>Extra over all excavations for carting away</u>				
2,6		Surplus material from excavations and/or stock piles on site, to a dumping site to be located by the contractor	m ³	5		
2,7		Compaction of ground surface under floors etc including scarifying for a depth of 150mm , breaking down oversize material, adding suitable materil where necessary and compacting to 95% Mod AASHTO density.	m ³	2		
		<u>Risk of collapse of excavations</u>				
2,8		Sides of trench and hole excavations not excavations not exceeding 1.5m deep	m ²	19,94		
		<u>Keep excavations free from water</u>				
2,9		Keep excavations free of water other than subterranean water	Item	1		
		<u>Earth filling obtained from the excavations and/or prescribed stock piles on site, compacted to 95% Mod AASHTO density</u>				
2.10	LIC	Backfilling to trenches, holes, etc	m ³	4,33		
2.11	LIC	Under floors, steps, pavings, etc.	m ³	1,62		
2,12		Allow for compaction tests to be performed by specialist	No	3,00		
		<u>Coarse river sand filling supplied by the contractor</u>				
2,13	LIC	Under floors, steps, pavings, etc.	m ³	0,32		
		<u>SOIL POISONING</u>				
		<u>Soil insecticide in accordance with SANS 5859</u>				
2,14		Under floors etc including forming and shallow furrows against foundation walls etc, filling in furrows and ramming	m ²	10,82		
2,15		To bottoms of trenches, etc.	m ²	19,94		
		<u>Bill No. 2: Carried To Summary</u>				

Item	LIC	Description	Unit	Qty	Rate	Amount
		<u>BILL No. 3</u>				
		<u>CONCRETE, FORMWORK AND REINFORCE</u>				
		<u>REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u>				
		<u>25MPa/19mm concrete</u>				
3,1	LIC	Strip footings	m³	1,97		
3,2		Surface beds cast in panels on waterproofing	m³	1,08		
3,3		Screen Wall	m³	6,00		
3,4		Walkways	m³	4		
		<u>TEST CUBES</u>				
3,5		Making and testing of 150x150x150mm concrete strenght test cube (Provisional)	No	3,00		
		<u>CONCRETE SUNDRIES</u>				
		<u>Finishing top surface of concrete smooth with a power float</u>				
3,6	LIC	Surface beds, slabs, etc	m²	10,82		
		<u>MOVEMENT JOINTS, ETC</u>				
		<u>Expansion joints with 10mm closed cell expanded polystyrene between vertical concrete. including necessary formwork.</u>				
3,7		Not exceeding 300mm high through slabs	m	15		
		<u>FABRIC REINFORCEMENT</u>				
		Ref 193 Mesh(measured net)	m²	10,82		
		Steel reinforcing	Ton	0,50		
Bill No. 3: Carried To Summary						

Item	LIC	Description	Unit	Qty	Rate	Amount
		<u>BILL No. 4</u>				
		<u>MANSORY</u>				
		<u>FOUNDATIONS (PROVISIONAL)</u>				
		<u>Brick of NFX bricks (14MPa nominal compressive strenght) in class 1 mortar</u>				
4,1		One brick walls	m ²	20,54		
		<u>SUPERSTRUCTURE</u>				
		<u>Brick of NFP bricks in class II mortar</u>				
4,2		Garden wall	m ²	12,00		
4,3		Half bricks wall	m ²	0,00		
4,4		Half bricks wall in beamfilling	m ²	1		
4.5		One brick walls internally	m ²	0		
4.6		One brick wall backwashed with cement motar and bitumen seal	m ²	67,2		
		<u>EXTRA OVER FOR FACE BRICK</u>				
		<u>"Firelight Satin Face bricks (14MPa nominal compressive strenght) in class 1 mortar</u>				
4.7		One brick wall	m ²	71,6		
4.8		Piers	m ³	1,79		
4.9		Extra over brickwork in beamfilling for face brick	m ²	1		
4.10		Extra over brickwork for brick-on-edge header course lintel pointed on face and 110mm soffit	m	5,16		
4.11		220mm Wide sill set sloping and slightly projec	m	3,56		
		<u>BRICKWORK SUNDRIES</u>				
		<u>Brickwork reinforcement</u>				
4.12		75mm Wide reinforcement built in horizontally	m	0		
4.13		150mm Wide reinforcement built in horizontally	m	550		
		<u>Precast concrete lintels</u>				
4.14		110 x 150mm Lintels in lenghts not exceeding 3	m	4,94		
		<u>Air bricks, etc</u>				
4.15		229 x 152mm Terra-Cotta vermin proof air brick	No	6		
		Bill No. 4: Carried Forward				

Item	LIC	Description	Unit	Qty	Rate	Amount
5,1		<u>BILL No. 5</u>				
		<u>WATERPROOFING</u>				
		<u>DAMPPROOFING OF WALLS AND FLOORS</u>				
		<u>One layer of 375 micron "Consol Plastics Brikgrip DPC" embossed damp proof course</u>				
5,1		In walls, cills, etc	m ²	7,9		
		<u>One layer 250 micron "consol Plastic Gunplas USB Green" waterproof sheeting sealed at laps with "Gunplas Pressure Sensitive Tape"</u>				
5,2		Under surface beds	m ²	10,82		
		<u>JOINT SEALANT, ETC</u>				
		<u>Two-part grey polysulphide sealing compound including backing cord, bond breaker, primer, etc</u>				
5,3		10 x 10mm In saw cut joints in floors	m	7		
Bill No. 5: Carried To Summary						

Item	LIC	Description	Unit	Qty	Rate	Amount
		Bill No. 6				
		ROOF COVERINGS ETC				
		ROOF COVERINGS				
		<u>0.5mm Thick IBR "Chromadek" roof sheeting with (Green colour) "Leak King" roofing screws, including mastic sealant to all side laps (laid as per manufacturer's details)</u>				
6,1		Roof covering pitch not exceeding 25 degrees	m ²	18		
6,2		Rigde capping	m	5,52		
Bill No. 6: Carried To Summary						

Item	LIC	Description	Unit	Qty	Rate	Amount
		<u>Bill No. 7</u>				
		<u>CAPENTRY AND JOINERY</u>				
		<u>ROOF CONSTRUCTION</u>				
7.1		Prefabricated roof trusses manufactured by specialist including to suit 8.36m span and 17.5 degree with 0.5m overhang at eaves. Timber pieces gang nailed and fixed to wall plate with hoop iron ties complete.	No	7		
7.2		76 x 50mm purlin at maximum 1250mm centres	No	15		
7.3		38 x 114 mm Wall plate	m	4,7		
		<u>EAVES, VERGES, ETC</u>				
		<u>Nutec-cement fascias and barges boards</u>				
7.4		12 x 200mm Nutec Fibre Cement socketless bargde boards (Product No. 521-731) including H profile aluminium barge boards jointers.	m	6,4		
7.5		12 x 225mm fascia boards (product No. 041-202) including H profile aluminium fascia board jointers	m	11,04		
		<u>ROOF AND WALL INSULATION</u>				
		<u>'Sisalation 420" heavy industrial grade aluminium foil based insulation</u>				
7.6		Insulation laid out over purlins (at approximately 1000mm centres) and fixed concurrent with roof covering including galvanised steel straining wires	m ²	17,66		
7.7		<u>Bisonwhite or other approved:</u> 16mm Shelves, divisions, doors, etc.	m ²	5,52		
		<u>DOORS. ETC</u>				
		<u>Purpose made semi solid panel door with commercial venner on both sides including frame</u>				
7.8		44mm Semi-solid flush panel door with hardwood edge strips and sapele veneer finish suitable for varnishing both sides, size 813 x 2032mm.	No	2		
		Bill No. 7: Carried To Summary				

Item	LIC	Description	Unit	Qty	Rate	Amount
		Bill No. 8				
		<u>CEILINGS, PARTIONS AND ACCESS FLOORING</u>				
		<u>NAILED UP CEILINGS</u>				
		<u>6mm "Everite Nutec" plain boards ceiling with meranti cover strips over joints embeded to purlins.</u>				
8,1		Ceilings including 38 x 50mm sawn softwood bradering at 400mm centres in one direction only to trusses (elsewhere) at 1250mm centres.	m²	7,88		
8,2		Extra over ceiling for 600 x 600mm trap door of 30 x 30mm wrought softwood rebated framing with one 30 x 300mm sawn softwood cross brander covered with ceiling board and fitted flush in opening	No	1		
		<u>"Everite Nutec" fibre cement cornices</u>				
8,3		75mm Coved cornices	m	12,48		
		Bill No. 8: Carried To Summary				

Item	LIC	Description	Unit	Qty	Rate	Amount
		<u>Bill No. 9</u>				
		<u>FLOOR COVERINGS, PLASTIC LININGS, ETC</u>				
		<u>FLOOR COVERINGS</u>				
		<u>300 x 300x 2.5mm "Caraway Beige" non-slippery ceramic tiles</u>				
9,1		On floors	m ²	7,88		
		<u>SKIRTING, NOSINGS, ETC.</u>				
9,2		75mm Meranti skirting to walls	m	12,48		
Bill No. 9: Carried To Summary						

Item	LIC	Description	Unit	Qty	Rate	Amount
10,1		<u>BILL No. 10</u>				
		<u>IRONMONGERY</u>				
		<u>HINGES, BOLTS, ETC</u>				
		<u>LOCKSETS</u>				
		4 Lever lockset '390/313' complete with all necessary items	No	2		
10,2		<u>HINGES, BOLTS, ETC</u>				
		<u>"Union" or other approved</u>				
		Bronze washered brass butts hinges	Pairs	2		
10,3		<u>CATCHES, CABIN HOOK, ETC.</u>				
		<u>"Union" or other approved</u>				
		150mm Brasstop barrel bolts	No	2		
10,4		<u>PLUSH PLATES AND KICKING PLATES</u>				
		<u>"Union" or other approved</u>				
		Chrome strike plate to Project Managers approval	No	1		
10,5		<u>SUNDRIES</u>				
		<u>"Union" or other approved</u>				
		38mm Diameter rubber door stop	No	2		
Bill No. 10: Carried To Summary						

Item	LIC	Description	Unit	Qty	Rate	Amount
		<u>Bill No. 11</u>				
		<u>METALWORK</u>				
		<u>STEEL WINDOWS AND DOORS</u>				
		<u>WINDOWS</u>				
11,1		"Durowin" Type C2F galvanised steel window overall size 1022 x 950mm high fixed to walls.	No	2		
11,2		"Durowin" Type C1 galvanised steel window overall size 533 x 950mm high fixed to walls.	No	2		
		<u>DOORS</u>				
11,3		"Durowin" Type DDA galvanised steel door overall size 1524 x 2134mm high fixed to walls, complete with frame, doors, approved hinges, bolts & approved upright double throw security mortice.	No	2		
		<u>SUNDRIES</u>				
11,4		24m x 1,6m Galvanised steel frame, including fitting and bolted to sides of walls. As per Architect's design.	No	1		
11,5		Single centre bowl stainless steel sink including taps and fittings.	No	0	0,00	R 0,00
Bill No. 11: Carried To Summary						

Item	LIC	Description	Unit	Qty	Rate	Amount
Bill No. 12						
<u>PLASTERING</u>						
<u>SCREEDS</u>						
<u>Screeds on Concrete</u>						
12,1	LIC	25mm Thick on floors and landings	m ²	7,9		
<u>INTERNAL PLASTER</u>						
<u>One coat cement plaster on brickwork on</u>						
12,2	LIC	Walls	m ²	98,7		
12,3	LIC	On narrow widths	m ²	10		
Bill No. 12: Carried To Summary						

Item	LIC	Description	Unit	Qty	Rate	Amount
13,1		<u>Bill No. 13</u>				
		<u>TILING</u>				
		<u>WALL TILING</u>				
		<u>200 X 200 X 4mm White matt glazed ceramic tiles fixed with adhesive to plaster (Plaster elsewhere)</u>				
		On walls	m²	0	0,00	R 0,00
Bill No. 13: Carried To Summary						

Item	LIC	Description	Unit	Qty	Rate	Amount
		Bill No. 14				
		<u>PLUMBING AND DRAINAGE (PROVISIONAL)</u>				
		<u>SUPPLEMENTARY PREAMBLES</u>				
		<u>Proprietary items or materials</u>				
		Proprietary items or materials where specified are to be of the brand specified or other approved by the representative/ Agent				
		<u>RAINWATER DISPOSAL</u>				
		<u>PVC gutters and rainwater pipes</u>				
14,1		100 x 150mm PVC half-round roof gutter	m	9,8		
14,2		Extra over gutter for stopped end	No	4		
14,3		Extra over gutter for outlet for 110mm pipe	No	2		
14,4		110mm Diameter rainwater down pipes	m	5		
14,5		Extra over rainwater pipe for bend	No	2		
14,6		Extra over rainwater pipe for shoe	No	2		
		<u>SANITARY PLUMBING</u>				
		<u>uPVC pipes</u>				
14,7		100mm Pipes laid in trenches	m	300		
14,8		50mm Pipes chased into brickwork	m	2		
		<u>Extra over uPVC pipes for fittings</u>				
14,9		50mm Bend	No	5		
14.10		50mm Access junction	No	5		
14,11		50mm Access bend	No	2		
14,12		50mm Air vent cowl	No	1		
		<u>WASTE OUTLETS, ETC</u>				
14,13		40mm Chromium plated brass unslotted sink waste including plug and chain as "Cobra 316-40".	No	1		
		110mm 45Degree rodding eye	No	6		
		Bill No. 14: Carried Forward				

Item	LIC	Description	Unit	Qty	Rate	Amount
		B/F				
		<u>TAPS, VALVES, ETC.</u>				
14,14		15mm Cobra Gala GA-670 single lever over arm swivel outlet mixer fixed to sink (sink elsewhere measured)	No	1		
		<u>TRAPS, ETC</u>				
14,15		40 x 40mm Butyl rubber P or S trap jointed to waste outlet fitting and to uPVC pipe including clamps.	No	1		
		<u>WATER SUPPLIES</u>				
		<u>Class 2 copper pipess</u>				
14,16		15mm Pipes	m	15		
14,17		20mm Pipes	m	40		
		<u>Extra over Class 1 copper pipes for capillary fittings</u>				
14,18		15mm Fittings	No	3		
14,19		22mm Fitting	No	5		
		<u>TESTING</u>				
14.20		Allow for testing the whole of the plumbing and drainage installation to the approval of the Representative/ Agent	Item	1		
		<u>WATERPROOFING</u>				
		<u>Silicone sealing</u>				
14,21		White silicone non-hardening sealing compound in pointing and sealing around wash hand basin, sinks, etc, at junction with plastered walls, tiles, etc.	m	1		
		<u>FIRE APPLIANCES</u>				
		<u>"Chubb"</u>				
14,22		4,5Kg Dry powder fire extinguisher to SABS 810	No	1		
		<u>Sundries</u>				
14,23		152 x 480 x 19mm Thick varnish hardwood timber backing board for fire extinguisher with chamfered edges all round and fixed to wall with plug and screws and galvanised mild steel hanging hooks	No	2		
Bill No. 14: Carried To Summary						

Item	LIC	Description	Unit	Qty	Rate	Amount
		<u>Bill No. 15</u>				
		<u>PAINTWORK</u>				
		<u>PAINTWORK, ETC. TO NEW WORK</u>				
		<u>ON FLOATED PLASTER</u>				
		<u>Prepare and brush surface to surface all loose contaminants and apply one coat alkaline resistant 100% pure acrylic fillercoat and second coat interior quality acrylic PVA paint</u>				
15,1	LIC	On internal walls	m ²	104		
		<u>ON FIBRE-CEMENT</u>				
		<u>Prepare and apply, one coat alkali resistant primer, one undercoat and tow coats approved quality interior quality acrylic PVA emulsion paint to selected titns on</u>				
15,2	LIC	On fascias and barge boards	m ²	2		
		<u>ON WOOD</u>				
		<u>Sand down with a power sander, vacuum and apply two coats of white PVA paint</u>				
15,3	LIC	On doors	m ²	3		
		<u>Sundries</u>				
15,4		Paint and sealing the outer exposed timber trusses with two coats "Powafix" or similar approved carbolinium emulsion for coating:	m ²	15		
		<u>PRECAST & BRICK PAVING</u>				
		<u>Standard grey interlocking roadstone paving on and including 25mm thick layer of river sand:</u>				
15,5	LIC	65mm Paving to parking areas, etc. to falls.	m ²	35		
Bill No. 15: Carried To Summary						

Item	LIC	Description	Unit	Qty	Rate	Amount
Bill NO. 16						
PROVISIONAL SUMS						
Electrical Installation						
16,1		Provide the amount of R 25'000.00 electrical installation complete including, distrubution box,3 x plugs, 3x flourecent lights,4x flood lights, 2 X switches and ceiling fan (including switch).	Item	1	25 000,00	R 25 000,00
16,2		Profit	Item	%		
16,3		Allow for general attendance	Item	%		
Turnstilles Gate						
16,4		Provide an amount of R 150'000.00 for supply and installation of Full Height Industrial "Titan 3 Double" Turnstile gate or similar approved including all accersories .	Item	1	150 000,00	R 150 000,00
16,5		Profit	Item	%		
16,6		Allow for general attendance	Item	%		
GALVANISED MOTOR VEHICLE GATES						
16,7	LIC	Provide an amount of R 40000.00 for suply and installation of 1.8m high x 6 m wide, heavy duty motor vehicle gate2.	Item	2	20 000,00	R 40 000,00
16,8		Profit	Item	%		
16,9		Allow for general attendnace	Item	%		
LANDSCAPING						
16.10	LIC	Provide and amount of R10'000.00 for supply and plant flowers and trees as per Project Managers instruction.	Item	1	10 000,00	R 10 000,00
16,11		Profit	Item	%		
16,12		Allow for general attendance	Item	%		
TRACTOR WITH BRUSH						
16,13	LIC	Provide and amount of R200'000.00 for supply and deliver kubota B 1820 tractor or (similar approved) with triangular brush head and drag mat as per Project Managers instruction.	Item	1	200 000,00	R 200 000,00
16,14		Profit	Item	%		
16,15		Allow for general attendance	Item	%		
Bill No. 15: Carried Froward						

Item	LIC	Description	Unit	Qty	Rate	Amount
		B/F				
		<u>STORMWATER MANAGEMENT</u>				
16,16		Provide the amount of R 10'000.00 for all stormwater management 50mx 1m x 100mmthick including channeling, 2 x catch pits etc. as per the Engineer's design.	Item	1	10 000,00	R 10 000,00
16,17		Profit	Item	%		
16,18		Allow for general attendance	Item	%		
Bill No. 16: Carried to Final Summary						

Bill No	FINAL SUMMARY	AMOUNT	
	SECTION 2		
2	Earthworks (provisional)	R	
3	Concrete, formwork and Reinforcement	R	
4	Masonry	R	
5	Waterproofing	R	
6	Roof covering	R	
7	Carpentry and Joinery	R	
8	Ceilings, partitions and Access flooring	R	
9	Floor coverings, Plastic Linings, etc	R	
10	Ironmongery	R	
11	Metalwork	R	
12	Plastering	R	
13	Tiling	R	
14	Plumbing and Drainage (provisional)	R	
15	Paintwork	R	
16	Provisional Sums	R	
Sub-total Excluding Vat		R	

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		SECTION 3				
	SABS	BILL NO. 1				
300,00		EARTHWORKS				
300,01		Clear site for all rub, shrubs debris etc.	m ²	240,0		
301,00		EXCAVATION, FILLING, ETC				
301,01		EXCAVATION FOR BULK EARTHWORKS				
301,02		Remove topsoil to nominal depth of 200mm and stockpile.	m ³	62,50		
		Bulk excavation				
301,03		Cut to fill in all classes of materials on combo court, and building earthworks not exceeding 4m deep to form platform. Rate to include for benching, trimming, transporting to fill on sportsfield or embankments to levels, slope and compaction to 93% Mod AASTHO Density.	m ³	300,00		
		Cut to spoil or stockpile material on site, as directed by the engineer including compaction to 93% MoAASTHO Density. (Provisional)	m ³	100,00		
302,00		STORMWATER MANAGEMENT				
302,01		WATER RECTICULATION				
302,02	LIC	Class 16 Upvc pipes				
302,03		Pipes laid including trenches not exceeding 1m deep.	m	300		
303,00		FENCING				
		BARRIGATING FENCE				
		Industrial 1.5m high ClearVu Fencing or Similar approved				
303,01		Supply and installation of 1.5m high ClearVu or similar approved fence to position including excavation, backfilling and installation with Post shall be 3m long Cochrane Taper Locking Post width shall be 85mm - tapering to 45mm with a depth of 85mm. Post shall include 'Locking Recess Mechanism' to secure panel edge. Post finish shall be Galvanized, then Marine Fusion Bond. Panel shall be of 3,305m width and 1,5m in height. Panel aperture size (centers) shall be 76.2mm x 25mm. Wire diameter will be 3.5mm. The panel shall be reinforced with 4 x 50mm deep 'V' formation horizontal recessed bands (rigidity). Panel shall have 2 x 70° flanges along sides (internal fixtures- all fixtures shall be on the inside of fence line). Panel shall have 1 x 90° flange along top and 1 x 30° flange along toe (integrated rigid angle). Panel post shall have a flush panel post finish with no climbing aid. Panel shall be affixed to post over 48 line wires using 16 x Single bolt comb clamps using 16 x Anti vandal bolts. Panel and fixtures shall be Galvanized, then Marine Fusion Bond. Gate size 1.5m wide x 1.5m high Single Leaf Swing Gate.	m	600		
		NB: Contractor To supply a guarantee of 5 years with the following:				
		1. Certificate of compliance for materials and coatings				
		2. Shop drawing for gates				
		3. Submittal requirements are identified within the Specification				
		4. Quality control program shall be submitted to the Engineer for review prior to commencement of any work.				
Total Carried Forward to Summary						

ITEM NO	PAYMENT		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
			BILL NO. 2				
			PROVISIONAL SUMS				
304,00			ATHLETICS RUNNING TRACK MEMBRANE				
304,01			To supply and install GreenFields synthetic turf or similar approved including permanent lines. This includes installation of all line markings, glue, glue tape as well as required sand and rubber infill.	Prov Sum	1,0	R 2 600 000,00	R 2 600 000,00
			Mark up on the above item 202,12	Sum	R2 600 000,00	%	
305,00			COMBINATION COURT				
305,01		01	Allow a Provisional Sum of R 570 000,00 for construction of combination court including synthetic surface finish, including 2 sports code marked with different colour lines. Including steel frames with one pedestrian gate with 2.5 CORE 0 55mm Diamond coated Mesh 240m long x 2,4m high.	Prov Sum	3	R 570 000,00	R1 710 000,00
		02	Mark up on the above item 202,19	Sum	R1 710 000,00	%	
306,00			OUT-DOOR GYM				
306,01	LIC	01	Allow a Provisional Sum of R 300 000,00 for paving with 60mm thi. Pavers including river sand and compaction	Prov Sum	1	R 300 000,00	R 300 000,00
		02	Mark up on the above item 203,20	Sum	R 300 000,00	%	
307,00			KIDO JUNGLE GYM				
307,01	LIC	01	Provide and amount of R 150'000,00 for supply and erect outdoor playing equipments (8 x swings at 1.8 meter high, slides and ladders not exceeding 1.8m high, seesaw, jungle gym. As per Project Managers instruction.	Prov Sum	1	R 150 000,00	R 150 000,00
		02	Mark up on the above item 202,21	Sum	R 150 000,00	10%	R 15 000,00
308,00			SEPTIC TANK				
308,01		01	Provide and amount of R 150'000,00 for the construction of septic tank with reinforced concrete and two inspection chambers as per Engineers design.	Prov Sum	1	R 150 000,00	R 150 000,00
		02	Mark up on the above item 202,25	Sum	R 150 000,00	%	
Total Carried Forward to Summary							

C.51

FINAL SUMMARY OF SECTIONS		
SECTION NO.	SECTION	AMOUNT
1	PRELIMINARY AND GENERAL	
2	GUARD HOUSE	
3	EXTERNAL WORKS	
SUB TOTAL EXCLUDING VAT		
CONTIGENCY @ 8%		
ADD 15% VAT		
TOTAL AMOUNT		

C3: SCOPE OF WORK

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYERS OBJECTIVES

The employer's objectives are to deliver public infrastructure using labour intensive methods.

C3.1.2 OVERVIEW OF THE WORKS

The scope of work will involve the formalization of an existing sports centre. Included on the scope of work are:

1. Artificial grassing of athletic track,
2. Extension of security guard house / ticket booth with additional motor gates,
3. Construction of Spectator fencing between athletes and spectators,
4. Construction of Combi-Court X 3 (Netball, basketball, volleyball, and tennis),
5. Fencing off combi-courts using plastic coated diamond fence;
6. Installation of Water reticulation and sewer lines within the facility,
7. Construction of 53m³ concrete septic tank and a 50mm PVC pipe soakaway
8. Paving to outdoor gym
9. Installation of kids' jungle gym

C3.1.2.1 Extent of the Works

The extent of work involved the followings:

- a) Site clearance and bulk earthworks
- b) GreenFields synthetic turf (400m x 10m) with 8 marked lanes
- c) Combo-court (30 x 17m)
- d) Spectator Fence installation.

Recommended by:



Mr. S. V. Mngadi

Senior Manager: Public Works and Basic Services

Approved By:



Mr. N.C. Vezi

Municipal Manager

C3.1.2.2 Location of the Works

The Creighton Regional Sports Centre Phase 3 is situated in Dr. Nkosazana Dlamini Zuma Local Municipality, Ward 14, at Creighton village in KwaZulu Natal Province which is approximately 47km from Dr. Nkosazana Dlamini Zuma Municipal offices in Creighton. The closest town to the project is Donnybrook which is 38km. It has the following description:

Project name	Nearest town	Latitude	longitude
Construction of Creighton Regional Sports Centre Phase 3, Ward 14.	Creighton: Approximately 1,5km	30° 02' 00" S	20° 50' 23" E

C3.1.3 Labour Intensive Construction (LIC)

Labour-intensive works comprise the activities described in SANS 1921-5, *Earthworks activities which are to be performed by hand*, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

Labour Intensive Construction (LIC) shall mean the economically efficient employment of as great a portion of labour as is technically feasible to produce a standard of construction as demanded by the Specifications with completion by the Due Completion Date, thus the effective substitution of labour for equipment.

Appropriate portions of the Works included in the Contract shall be executed using Labour Intensive Construction methods.

Except where the use of plant is essential in order, in the opinion of the Engineer, to meet the specified requirements by the Due Completion Date, the Contractor shall use only hand tools and equipment in the construction of those portion(s) of the Works that are required in terms of these Project Specifications to be constructed using Labour Intensive Construction methods.

These portions of the Works shall be constructed utilizing only locally employed labour and/or the labour of local sub-contractors, supplemented to the extent necessary and unavoidable by the Contractors key personnel as provided for in sub-clause C3.3.3 unless otherwise instructed by the Engineer and in accordance with the further provisions of the relevant sections of Portion B of the Project Specifications.

The portions of the Works to be executed using Labour Intensive Construction methods are:

- Clearing and grubbing of the Site.
- Excavation for foundation n.e 1,0 m deep.
- Transportation and spoiling of all trench materials, where the disposal site is located within 1km of source.
- Cleaning and tidying up of the Site.
- Construction of all building structure required.
- Mixing and placing concrete works;

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

C3.1.4 Sub-Contracting

- C3.1.4.1 Contractor shall appoint such authorities and/or specialist subcontractors and suppliers as may be designated or nominated by the Employer or the Engineer.
- C3.1.4.2 The Contractor shall sub-let to local small sub-contractors appropriate portions of the works that are designated in Clause C3.1.3 as being reserved for labour intensive construction methods.
- C3.1.4.3 As required by Clause 6(4) of the Conditions of Contract, the Contractor shall be responsible for all work carried out by sub-contractors (whether nominated by the Employer or selected by the Contractor) on his behalf. The Engineer will not liaise directly with any such sub-contractor, nor will he become involved in any problems and/or disputes related to payments, programming, workmanship, etc, unless provided for in the Conditions of Contract. Such problems and/or disputes shall remain the sole concern of the Contractor and his sub-contractors.
- C3.1.4.4 The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, and provided always that the Contractor has complied fully and in all respects with the provisions of the Contract pertaining to subletting to local sub-contractors or has utilized his best endeavors to comply therewith, authorize in writing that the Contractor may employ local residents with the sole intent of executing on-the-job training of such local residents to suitable levels of skill that will enable the Contractor to sub-let appropriate portions of the Works to such local residents.

Without limiting the generality of application of this sub-clause, circumstances, which may be considered by the Engineer to warrant such authorization, include:

- a) non-receipt of valid or acceptable tenders/quotations from local sub-contractors;
- b) Serious default or failure of appointed local sub-contractors;

The Engineer shall not grant such authority in cases where it may reasonably be concluded on the available evidence that the invitation of further tenders/quotations in accordance with the terms of the Contract is likely to result in the successful completion of the portions of the Works concerned by local sub-contractors.

Should the Contractor, after suitable due endeavor, be unable to identify local residents suitable for and desiring to train as sub-contractors for portions of the Works as specified in Clause 3.1.4.2, then the Contractor shall be permitted to undertake the Works in question with his own workforce as provided for in Clause 3.3.3 above.

The Engineer shall monitor progress achieved with subcontractor training, and successful completion of this training shall be subject to his approval or instruction. The Contractor shall tender rates for the training of sub-contractors and labour.

As specified in Clause C3.3.4, the Contractor shall approach the Labour Desk that is established for purposes of the Contract for assistance and advice regarding conditions of employment, minimum wages, disputes and disciplinary procedures in respect of local sub-contractors.

C3.1.5 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

C3.1.5.1 General

The Contractor is referred to SANS 1921: 2004 parts 1, 2, 3 and 5: Construction and Management Requirements for Works Contracts. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

C3.1.5.2 Quality Assurance (QA) (Read with SANS 1921 – 1: 2004 clause 4.4)

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

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

C3.1.5.3 Management and disposal of water (Read with SANS 1921 - 1: 2004 clause 4.6)

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

C3.1.5.4 Disposal of spoil or surplus material (Read with SANS 1921 - 1: 2004 clause 4.10)

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 such spoil sites.

C3.1.5.6 Testing (Read with SANS 1921 – 1: 2004 clause 4.11)

Process control

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

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

Acceptance control

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

C3.1.5.7 Survey beacons (Read with SANS 1921 - 1: 2004 clause 4.15)

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as benchmarks, 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.

C3.1.5.8 Existing Services (Read with SANS 1921 - 1: 2004 clause 4.17)

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

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.

C3.1.6 Programme to be supplied by the Contractor

The Contractor's programme shall be essentially in accordance with the overall requirements of the project.

The programme shall not be in the form of a bar chart only, but shall show clearly the anticipated quantities of work to be performed each month, together with the manner in which the listed plant and other resources are to be used, as well as the anticipated earnings for the various sections of work.

A network-based programme according to the precedence method shall be required by the Engineer. The programme shall be updated monthly in accordance with the progress made by the Contractor. The updated programme shall be submitted to the Engineer at least two working days prior to monthly meetings.

Failure to comply with these requirements will entitle the Engineer to use a programme based on his own assumptions for the purpose of evaluating claims for extension of time or additional payments.

If, during the progress of the work, the quantities of work performed per month fall below those shown on the programme, or if the sequence of operations is altered or if the programme is deviated from in any other way, the Contractor shall, within one week of having been notified by the Engineer, submit a revised programme and network.

If the programme has to be revised by reason of the contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time in order to

ensure completion of the Works within the time of completion as defined in Clause 53 of the General Conditions of Contract or any granted extension of time. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by providing more labour and plant on site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit the programme or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as provided in Clause 55 of the General Conditions of Contract.

The approval by the engineer of any programme shall have no contractual significance other than the Engineer will be satisfied if the work is carried out according to such programme and that the Contractor undertakes to carry out the work in accordance with the programme. It shall not limit the right to the Engineer to instruct the Contractor to vary the programme if required by circumstances. The Contractor is also referred to Clause 12 of the General Conditions of Contract when drawing up his programme.

Progress in advance of the programme on certain portions or phases of the Works shall not be considered adequate reason for poor progress on another portion or phase.

C3.1.7 Overhaul

No payment will be made for overhaul on this contract unless provision is made therefore in specific items.

C3.1.8 Site Facilities Available

C3.1.8.1 Location of Site and Depot

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor. The Contractor must obtain written permission from the landowner and subsequently from the Engineer for the establishment of his camp.

(a) Contractor's Camp Site/Store Yard

Any clearing of the site that is necessary and the making good after de-establishment will be the responsibility of the Contractor.

In addition to the requirements of SABS 1200A clause 8.3.2.2 the following conditions shall also apply:-

- (i) None of the existing roads shall be damaged in any way.
- (ii) No waterborne sewerage facilities or potable water connection are available on the site. The Contractor shall make his own arrangements in this regard.
- (iii) No electrical facilities exist on site.
- (iv) It shall be the responsibility of the Contractor to make good any damage caused to the campsite area or any improvements on it, including services, and for reinstating it to its former condition when vacated. The standard of reinstatement must be to the satisfaction of the Engineer; Director: Real Estate and/or Director of Parks, Recreation and Beaches Department; or other owner. Particular attention should be directed to these requirements and written clearances from the relevant Departments or other owners will be required.

C3.1.8.2 Source of Water Supply

The Contractor shall be responsible under the Contract for the supply and distribution at his cost of all water that he may require for purposes of constructing the Works. Accordingly, the Contractor shall pay all connection fees and consumption charges, and at his cost provide all connections, consumption meters, pipework, storage tanks, transport and other items associated with the supply of water for the Works.

The Contractor shall, subject to the approval of the Engineer, make any necessary arrangements with the relevant authority for the connection(s), and shall provide in his tender for the payment of all charges and costs that are associated with making water available for purposes of constructing the Works.

C3.1.8.3 Source of Power Supply

The Contractor shall be responsible under the Contract for the supply and distribution at his cost of all electricity that he may require for purposes of constructing the Works. Accordingly, the Contractor shall pay all connection and consumption charges, and at his cost provide all connections, transformers, consumption meters, cables, distribution boards and other items that are associated with the supply of electricity for construction of the Works.

The Contractor shall, subject to the approval of the Engineer, make any necessary arrangements with the relevant authority for the connection(s), and shall provide in his tender for the payment of all charges and costs that are associated with making electricity available for purposes of constructing the Works. The distribution of electricity shall be in accordance with the applicable bylaws and regulations of the supply authority.

C3.1.8.4 Accommodation of Employees

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

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

No informal housing or squatting will be allowed.

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

C3.1.9 Features Requiring Special Attention

C3.1.9.1 Built-up Areas

The Contractor's attention is drawn to the fact that the Works will be constructed within built-up areas. The Contractor shall exercise all necessary precautions and take all necessary steps to ensure the safety and convenience of the public. In addition, the Contractor shall provide access for traffic over and through the works, and for residents to their places of abode, all as described in the Specifications. Allowance must be made by the Contractor in his programming for delays resulting from the aforesaid.

The Contractor shall give residents a minimum of 72 hours written notice of his intent to close access to residential stands. The Contractor shall acquire written confirmation from all owners that they are aware of any intended closures of access. No traffic access to a residential stand shall be closed for longer than 48 hours.

C3.1.9.3 Protection of Buildings and Structures

The Contractor shall give all residents or other parties owning a building or structure within an appropriate radius (not less than 100m) from any point of blasting, a minimum of 48 hours notice of his intent to execute any blasting work.

The Contractor shall note all aspects relevant to the condition of the affected buildings and/or structures prior to blasting, and shall acquire the signature of the owners/occupants agreeing to such conditions.

Subsequent to blasting, both the Contractor and the owners/occupants shall sign the form confirming the condition of the buildings and/or structures. In the event of damage to existing buildings and/or structures as a result of blasting, remedial work shall be done to the satisfaction of the owners/occupants at the Contractor's expense.

Compliance with this clause will not relieve the Contractor of any of his responsibilities in terms of the Contract.

C3.1.9.4 Care of the Site

At all times during construction of the Works and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store all materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

C3.1.9.5 Control of Water

The Contractor shall at all times and in all respects be responsible for the handling of stormwater from higher-laying areas above the Works, and for the handling of any sub-surface water that may affect the Works. No separate payment shall be made in this regard, as all costs related thereto shall be deemed to be included in the rates tendered for the various items of work that are included in the Schedule of Quantities.

C3.1.10 Management of the environment

The Contractor shall pay special attention to the following:

(a) Natural Vegetation

The Contractor shall confine his operation to as small an area of the site as may be practical for the purpose of constructing the works.

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

(b) Fires

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

C3.1.11 Community Liaison and Community Relations

In all dealings with nearby communities and beneficiaries of the project, and in all dealings with workers employed from within such communities, the Contractor shall take due cognizance of the character, culture and circumstances of the specific community and/or any group of beneficiaries, and shall at all times use his best endeavors to avoid the development of disputes and rather to foster a spirit of co-operation and harmony towards the project.

The Contractor shall at all times, keep the Engineer fully informed regarding all matters affecting or negotiated between the Contractor and the community and/or beneficiaries, and he shall attend all liaison meetings as may be arranged by the Engineer and/or the Employer. All matters concerning the community and/or beneficiaries shall be discussed and where possible, resolved at such meetings.

Where any resolution during such negotiations or at such meetings shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect thereto without a prior written instruction from the Engineer.

Where the Contractor is of the opinion that any instruction of the Engineer issued in terms of this clause will result in the incurring of additional costs which were not provided for in his tendered rates and prices and/or that a delay in the progress of the Works will result, he shall be entitled to submit a claim in terms of Clause 48 of the Conditions of Contract, provided always that the period of twenty-eight (28) days referred to in Clause 48 shall be reduced to three (3) normal working days in respect of all claims submitted in terms of this clause.

C3.1.12 Workmanship and Quality Control

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and of the Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality-control system and provide experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the quality of the Works at all stages of the Contract.

The cost of the Contractor's supervision and process control, including all testing carried out by the Contractor, will be deemed to be included in the rates tendered for the various items of work. The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of process control testing that is to be executed. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control of the quality of the Works at all times.

Upon completion and submission of each portion of the Works to the Engineer for examination, the Contractor shall furnish the Engineer with the results of relevant tests, measurements and levels, thereby indicating compliance with the Specifications. The Engineer will not examine or inspect any portion of work submitted for approval unless the request for inspection and approval is accompanied by relevant tests, measurements and levels indicating compliance.

C3.1.13 Samples

Materials or work that do not conform to the approved samples, submitted in terms of Sub-Clause 23(4) of the Conditions of Contract, will be rejected. The Engineer reserves the right to submit samples for testing to ensure that the material represented by the

C3.1.14 Notices, Signs, Barricades and Advertisements

Notices, signs and barricades (required in terms of Clause 33 of the Conditions of Contract) as

well as advertisements may only be erected where approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Engineer shall have the right to have any sign, notice or advertisement moved to another location, or to have it removed from the Site of the Works, should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

C3.1.15 REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC

General

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.

Accommodation of traffic, where applicable shall comply with SANS 1921-2: 2004: Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor shall obtain this specification from Standards South Africa if accommodation of traffic will be involved on any part of the construction works.

Basic Requirements

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 Engineer 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 temporary deviations.

The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area in which he is working.

C3.1.16 Open Trenches

Trenches may not be left open during the builder's holidays, and shall be safeguarded at all times from danger to the public. Safe trench-crossings shall be provided at all intersections with accesses to properties and with public roads and paths. The length of trench left open at any one time may be restricted by the Engineer, should he consider such restriction to be in the interest of public safety.

C3.1.17 Statutory Regulations

The statutory requirement of the Occupational Health and Safety Act, Act 85 of 1993 (referred to as the Act below), and all regulations promulgated there under as well as the other relevant

acts must be adhered to by the Contractor, with specific reference to the safety of all employees and the public, irrespective of whether such employees are employed by the Contractor or by his subcontractors (including local subcontractors). The Contractor, in entering into this Contract, hereby agrees with the Employer in terms of Section 37(2) of the Act, that the Contractor as an employer in its own right and in its capacity as Contractor for the execution of the Works, shall have certain obligations and that the following arrangement shall apply between the Contractor and the Employer to ensure compliance by the Contractor with the provisions of the Act, namely:-

- (a) The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act;
- (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with; and
- (c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations, and expressly absolves the Employer and the Engineer from being obliged to comply with any of the aforesaid duties, obligations and prohibitions in respect of the Works; and
- (d) The Contractor shall be obliged to report forthwith to the Employer and the Engineer any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.
- (e) The Contractor shall sign the agreement bound into Section C1.2 of this document.

The Contractor shall comply with all the conditions of the Record of Decision in terms of Section 22(3) of the Environmental Conservation Act, 1989. A copy of the Record of Decision and/or the Environmental Management Plan is bound into Section C3.5.1 of this Contract Document.

A time-related and a fixed-charge item have been provided in Schedule A of the Schedule of Quantities. The contractor shall allow for all obligations imposed by the Environmental Management Plan including the appointment of an environmental manager/control officer.

C3.1.18 Safety

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

- (a) The Principal Contractor must do a Risk assessment and compile an OHS Plan to be evaluated and approved by the Safety Agent prior to commencement of Construction.
- (b) The Contractor must ensure that regular safety meetings be held, and that the minutes of such meetings be kept in a Safety File, which must be available on site at all, times.
- (c) Provide to its Employees on the site of the works, all safety materials, clothing and equipment necessary to ensure full compliance with the provisions of the Occupational health and Safety Act, 1993 (Act No 85 of 1993) as amended (hereinafter referred to as

the Act) at all times, and shall institute appropriate and effective measures to ensure the proper usage of such safety materials, clothing and equipment at all times;

- (d) Provide, install and maintain all barricades, safety signage and other measures to ensure the safety of workmen and all persons in, on and around the site, as well as the general public;
- (e) Implement on the site of the works, such procedures and systems and keep all records as may be required to ensure compliance with the requirements of the Act at all times;
- (f) Implement all necessary measures so as to ensure compliance with the Act by all subcontractors engaged by the Contractor and their employees engaged on the works;
- (g) Full compliance with all other requirements pertaining to safety as may be specified in the Contract (Also refer to Notice to Tenderers).

The Employer and the Engineer shall be entitled, although not obliged, to make such inspections on the site as they shall deem appropriate, for the purpose of verifying the Contractor's compliance with the requirements of the Act.

For this purpose, the Contractor shall grant full access to the site of all parts of the site and shall co-operate fully in such inspections and shall make available for inspection all such documents and records as the Employer's and/or Engineer's representative may reasonably require.

Where any such investigations reveal, or where it comes to the Engineer's attention that the Contractor is in any way in breach of the requirements of the Act or is failing to comply with the provisions of this clause, the Engineer shall, in accordance with the provisions of clause 39 of the Conditions of Contract, be entitled to suspend progress on the works or any part thereof until such time as the Contractor has demonstrated to the satisfaction of the Engineer, that such breach has been rectified.

The Contractor shall have no grounds for a claim against the Employer for extension of time and/or additional costs if the progress on the works or any part thereof is suspended by the Engineer in terms of this clause, and the Contractor shall remain fully liable in respect of the payment of penalties for late completion in accordance with the provisions of clause 43(1) of the Conditions of Contract should the Contractor fail to complete the Works on or before the specified due completion date in consequence of the suspension.

Persistent and repeated breach by the Contractor of the requirements of the Act and/or this clause shall constitute grounds for the Engineer to act in terms of sub-clause 55(1)(b)(vi) of the Conditions of Contract and for the Employer to cancel the Contract in accordance with the further provisions of the said clause 55."

In addition to all above safety related requirements the Contractor shall take cognisance of the requirements of the construction regulations and OHS Specifications bound in C3.5.2 of this document.

C3.1.19 Safety Officer

OHS must be provided.

The Contractor is required to ensure compliance with the Occupational Health and Safety Act (Act 85 of 1993) and its regulations, in particular the Construction Regulations, 2003, to appoint a Health and Safety Officer for the works.

The safety officer shall have a sound knowledge of the Occupational health and Safety Act. He shall preferably have completed the Safety Management Training Course (SAMTRAC) presented by NOSA. The Contractor shall submit details of the proposed

C3.1.20 Source of Material

The contractor will be held responsible for locating sources of all materials complying with the relevant minimum requirements to be used in this contract. No separate payment shall be made for this, as all costs related thereto shall be deemed to be covered by the tendered rates.

Where possible materials manufactured or produced locally shall be procured to promote local enterprise.

A designated borrow pit shall be available for sourcing of the selected layers and sub-base material required for the project. The contractor shall only use material from this designated borrow pit and specific location of further excavation within the borrow pit shall be indicated by the engineer.

C3.1.21 Photographic Record

Prior to the commencement of the work, and during the contract period, a photographic record shall be made of all existing stands and structures to be effected by the road construction, and forwarded to the Engineer prior to the authorisation of the first progress payment.

A payment item is included in the Schedule of Quantities to cover the Contractor's cost for compliance with the above requirements.

C3.2 ENGINEERING

C3.2.1 Design

- The Employer is responsible for the design of the permanent Works as reflected in the Contract Documents unless otherwise stated.
- The Contractor is responsible for the design of the temporary Works and their compatibility with the permanent Works
- The Contractor shall supply all details necessary to assist the Engineer in the compilation of the as – built drawings

C3.2.2 Employer's Design

The Employer has designed the permanent works included in this contract. The detail of the works is indicated on the drawings and in the specifications. The Tenderer may submit alternative offers for designs prepared by himself subject to the conditions specified in clause 05 of the Standard Specifications.

C3.2.3 Drawings

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Engineer. The Engineer will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

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

All information in possession of the Contractor, required by the Engineer and/or the Engineer's Representative to complete the as-built/record drawings, must be submitted to the Engineer's Representative before a Certificate of Completion will be issued.

C2.3.1.1 Additional construction drawings will, in terms of Clause 5.9.2 of the General Conditions of Contract (2015), be issued to the Contractor by the Engineer/Employer on the commencement date and from time to time as required."

C3.3 PROCUREMENT

C3.3.1 Procurement Policy

Tenders will be evaluated in terms of the Municipalities Supply Chain Management Policy, as adopted by the Municipality. Copies of the policy are obtainable from the offices of the Municipality.

C3.3.2 Restriction of the Utilisation of Personnel in the Permanent Employment of the Contractor

The Contractor shall limit the utilization of his permanently employed personnel to that of key personnel only on the Works, as defined below, and shall execute and complete the Works utilizing a temporary workforce employed directly by the Contractor and/or by his sub-contractors, using the assistance of the labour desk that will be established for the project in consultation with the various communities that are established in proximity to the Works or which will be allocated within the development.

Without derogating from the Contractor's obligations to complete the Works within the specified time for completion in terms of GCC 2015, the numbers in each category of the Contractor's key personnel, as stated by the Contractor in Section T2 of this document, will be strictly controlled during the contract period and any increase in numbers will be subject to the prior approval of the Employer.

"Key personnel" means all contracts managers, site agents, site clerks, materials and survey technicians, QNTY surveyors, trainers, supervisors, foremen, skilled plant operators, welders, shutter hands and the like, and all other personnel in the permanent employ of the Contractor or his sub-contractors who possess special skills, and/or who play key roles within the Contractor's or his subcontractor's operations.

The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, authorise in writing that the Contractor may utilise in the execution of the Works, workers not being his key personnel but who are in his permanent employ.

Without limiting the generality of application of this sub-clause, circumstances which may be considered by the Engineer to warrant authorisation of the use of the Contractor's permanent employees other than key personnel, include:

- (a) The unavailability from local sources of sufficient numbers of temporary workers and/or sub-contractors to execute the Works provided always that the Contractor has satisfied the Engineer that he has exercised his best endeavors and taken all reasonable actions to recruit sufficient temporary workers and sub-contractors from local sources as contemplated above.
- (b) The unavailability within the temporary worker pool and/or from subcontractor sources available to the Contractor in terms of the Contract, of sufficient skills necessary to execute the Works or specific portions thereof, in situations where the completion period allowed in the Contract is insufficient to facilitate the creation of the necessary skills through the provision of suitable training as contemplated in the Contract;
- (c) Any other circumstances which the Engineer may deem as constituting a warrant.

C3.3.3 Provision of Temporary Workforce for the Contract

The Contractor shall employ labour from the local community through the CLO except for approved key staff in the permanent employ of the Contractor, to the maximum extent that is compatible with the requirements of clause 21 of the Conditions of Contract.

Although the Contractor shall adhere to the statutory minimum wage rates, he is however at liberty to negotiate additional incentive payments based on performance.

The Occupational Health and Safety Act must be adhered to with reference to the safety of any employee employed by the Contractor.

The successful tenderer shall liaise with the Ward Councillor/Ward Committee whereby the Ward Councillor shall provide to the Contractor the following if necessary:

a) A Community Liaison Officer (CLO) for liaison with the recipient community for labour recruitment.

- The CLO shall attend all site and other meetings concerning the project.
- Only one CLO shall be appointed per project. If the project spans over more than one Ward, the relevant Ward Councillors shall agree on one CLO to be appointed by the Contractor. Should no agreement be found as envisaged, the relevant Project Manager together with the Engineer, will interview prospective appointees and in their discretion appoint such CLO.
- Notwithstanding the above, if the vastness of the project requires the use of more than one CLO, this will be permitted provided that the total monthly sum paid to all CLO's shall not exceed the amount allowed for in paragraph bill of quantities.
- Should the Contractor experience any difficulties with the community, these difficulties shall immediately be brought to the attention of the Municipality/Project Manager who shall arrange a meeting with the relevant Ward Councillor(s) and the CLO to resolve such difficulties.

The main Contractor shall ensure that any Sub-Contractor he may appoint shall adhere to these conditions but also subject to the provisos applicable to the duration of such sub-contract.

Should any of the above conditions be less favorable than any Bargaining Council Agreement or Act applicable to the Contractor, the more favorable condition will apply.

A contract of employment or subcontract should be signed between the Contractor and each of his employees or sub-contractors, as the case may be. Likewise contracts of employment must be entered into between each such sub-contractor, and each of the specific subcontractor's employees. Employment and subcontract agreements shall make clear reference to at least the following conditions.

- The minimum agreed wage rate per hour in respect of labourers;
- The agreed pay rate per unit of production where applicable;
- UIF and WCA payments;
- Minimum working hours per day;
- Start and end times of a daily shift;
- Lunch break times;
- Company policy regarding:
 - Rain time
 - Sickness and absenteeism

- Disciplinary matters
 - Grievances
- Method and frequency of payment;
- Work clothes and safety equipment to be issued
- Labour Desk

C3.4 CONSTRUCTION

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C3.4.1 Standard Specifications

C3.4.1.1 The Standard specification, are carried out strictly in accordance with SABS 1200 - "Standard Specification for Civil Engineering Construction" as approved by the Council of the South African Bureau of Standards.

C3.4.1.2 For the purpose of this Contract the latest issues of the following Standard Specifications for Civil Engineering Construction, applicable at the date of tender advertisement, shall apply-

SABS 1200

- A - GENERAL
- AB - ENGINEER'S OFFICE
- C - SITE CLEARANCE
- D - EARTHWORKS
- DA - EARTHWORKS (SMALL WORKS)
- DB - EARTHWORKS (PIPE TRENCHES)
- DM - EARTHWORKS (ROADS, SUBGRADE)
- G - CONCRETE (STRUCTURAL)
- GE - PRECAST CONCRETE (STRUCTURAL
- HB - CLADDING AND SHEETING
- L - MEDIUM – PRESSURE PIPELINES
- LB - BEDDING (PIPES)
- LD - SEWERS
- LE - STORMWATER DRAINAGE
- ME - SUBBASE
- MF - BASE
- MH - ASPHALT BASEAND SURFACING

C3.4.1.3 The term "project specifications" appearing in any of the SABS 1200 standardised specifications must be replaced with the terms "scope of work".

C3.4.1.4 References from, and variations and additions to the Standard Specifications and Particular Specifications are included in section **C3.4.2**.

C3.4.2 Variations and Additions to Standard and Particular Specifications

The following variations and additions to the Standard and Particular Specifications will be applicable to this Contract.

The various documents listed in section C3.4.1 shall be treated as mutually explanatory. However, should any requirement of section C3.4.2 conflict with any

C3.4 CONSTRUCTION

requirement of the Standardised Specifications or with any requirement of the Particular Specifications, then the requirement of section C3.4.2 shall prevail.

C3.4.3 EPWP labour intensive specification

C3.4.3.1 Labour intensive competencies of supervisory and management staff

Contractors having a CIDB contractor grading designation of 5CE and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 1.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2CE, 3CE PE, 4CE PE and 5CE shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	Any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	Any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard

C3.4.3.2 Employment of unskilled and semi-skilled workers in labour-intensive works

C3.4.3.2.1 Requirements for the sourcing and engagement of labour.

- Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
- The rate of pay set for the EPWP is **R 180** per day as set by Dr Nkosazana Dlamini Zuma Local municipality.
- Tasks established by the contractor must be such that:
 - the average worker completes 5 tasks per week in 40 hours or less; and,
 - The weakest worker completes 5 tasks per week in 55 hours or less.
- The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of C3.4.3.2.1.3.
- The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
 - Where the head of the household has less than a primary school education;
 - That has less than one full time person earning an income;
 - Where subsistence agriculture is the source of income.
 - Those that are not in receipt of any social security pension income

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6. The Contractor shall Endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
- 60 % women;
 - 20% youth who are between the ages of 18 and 25; and
 - 2% on persons with disabilities.

C3.4.3.3 Specific provisions pertaining to SANS 1914-5

1. Definitions

Targeted labour: Unemployed persons who are employed as local labour on the project.

2. Contract participation goals

- Is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
- The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

C3.4.3.4 Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

C3.4.3.5 Variations to SANS 1914-5

- The definition for net amount shall be amended as follows:

Financial value of the contract upon completion, exclusive of any value added tax or sales tax, which the law requires the employer to pay the contractor.

- The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

C3.4.3.6 Training of targeted labour

- The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- The cost of the formal training of targeted labour will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.
- A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works – Cinderella Makunike, Fax Number 012 328 6820 or email

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cinderella.makunike@dpw.gov.za Tel: 083 677 4026.

4. The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he/she is employed for 4 months or more.
5. The contractor shall do nothing to dissuade targeted labour from participating in training programmes.
6. An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of C3.4.3.6.2 above.
7. Proof of compliance with the requirements of items above must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

C3.5 MANAGEMENT

C3.5.1 Applicable SANS and SABS standards

a) The following SANS 1921 Construction Works standards and associated specification data are applicable:

- i) SANS 1921-1, General
- ii) SANS 1921-2, Accommodation of traffic on public roads occupied by the contractor
- iii) SANS 1921-4, Third party management support
- iv) SANS 1921-5, Earthworks activities which are to be performed by hand
- v) SANS 1921 -6, HIV/AIDS Awareness

The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

The associated Specification Data is as follows:

SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works	
Clause	Specification data
Essential data	
4.1.7	There are no requirements for drawings, information and calculations for which the contractor is responsible
4.3.1	Refer to scope of works
4.7.3	No over break allowances for blasting is provided for
4.14.3	Refer to scope of works
4.14.5	The Contractor is required to provide latrine and ablution facilities

SANS 1921-5, Construction and management requirements for works contracts – Part 5: Earthworks activities which are to be performed by hand	
Clause	Specification Data
Essential Data:	
5.1	The depth of trenches which are to be excavated by hand is 1,5 metre
SANS 1921-6, Construction and management requirements for works contracts – Part 6: HIV/AIDS awareness	
4.2.1(a)	A qualified service provider is one that is accredited or a provisionally accredited training service provider in the HIV/AIDS field. A list of accredited service providers can be obtained from the Construction SETA (CETA) (tel. 011-265 5900), Health and Welfare SETA (HWSETA) (011-622 6852) or on the Health and Welfare SETA website: www.hwseta.org.za
Additional clauses	
	The duration of each workshop is not to be less than 2 ½ hours.

C3.5.2 Planning and Programming

The time for completion will be 5 months, which includes the allowance for inclement weather, (See Clause 45 of the Special Conditions of Contract). All statutory holidays for the Civil Engineering Industry falling within the authorised contract period, will be allowed as extensions to this period, but the Contractor will not be paid additional Time-Related charges for these days (Ref. PSA 8.4.1).

The Contractor shall submit to the Engineer within 7 days of the Commencement Date, a detailed programme setting out clearly the sequence of work, and the resources, which he intends to use.

C3.5.3 Environment

a) Sand and dust control

The Contractor shall, for the duration of the contract, take appropriate measures to control the dust and soil movement, which may arise due to his operations.

b) Precautions against Nuisance

Operations are being conducted in an urban area and in the presence of passing traffic. Precautions shall be taken to protect the public and to prevent unnecessary noise, dust or other nuisance.

Any rock or debris falling from trucks on the roads in use by the public shall be removed immediately. Precautions shall be taken to prevent fouling of public roads and completed construction by trucks transporting muddy material. The Engineer may order the Contractor to broom off and clean roads continuously where the mud tracking of vehicles or falling debris may constitute a danger to the travelling public.

c) Silencing Of Plant

Plant used on the Works shall be efficiently silenced and comply with the Noise Control By-Laws as appeared in the Administrator's Notice No. 1784 of 29 November 1978. Noise operations will be permitted only between the hours of 7:00 am and 5:00 p.m. Any work outside normal hours will be permitted only on the written authority of the Engineer, laid down in Clause 26 of the General Conditions of Contract.

C3.5.4 Accommodation of Traffic on Public Roads Occupied By the Contractor

The works involves the construction of new roadways and stormwater within an established residential community. The works will be undertaken in such a manner to provide access to residential property accesses and special attention must be drawn to the accommodation/deviation of traffic on the affected area of the works.

The need to accommodate the traffic safely and with the least amount of inconvenience to the travelling public is necessary throughout the construction period. 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.

Failure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Engineer to stop the execution of the works until the road signs, etc, have been repaired to his satisfaction. The Contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the specifications.

C3.5.5 Testing, Completion, Commissioning, And Correction of Defects

Materials of work that do not conform to the approved samples submitted in terms of the General Conditions of Contract will be rejected. The Engineer reserves the right to submit samples to tests, to ensure that the material represented by the samples meet the specification requirements.

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the specifications and drawings rests with the Contractor, and the Contractor shall at his own expense, institute a quality control system and provide experienced engineers, foremen, surveyors, material technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The costs of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates tendered for the related items of work.

The Contractors attention is drawn to the provisions of the various Specifications regarding the minimum frequency of testing required. The Contractor shall at his own discretion increase this frequency where necessary to ensure adequate control. On completion and submission of every part of the work to the Engineer for examination, the Contractor shall furnish the Engineer with the results of the relevant tests to indicate compliance with the specifications.

C3.5.6 Recording Of Weather

Daily temperature and rainfall data shall be recorded in the site diary, and a copy shall be provided to the engineer's representative on a weekly basis. A rainfall gauge shall be located at the contractor's site camp. Temperature readings shall be taken at commencement and closure of the site on a daily basis. Additional readings will be required during construction of layer works, concrete works and surfacing.

C3.5.7 Format of Communications

Communication throughout the contract will be undertaken via written communication either by fax, site instruction or post. Email communication will only be considered as proof of communication when followed up by a written communication on the letterheads of the author or via a site instruction.

Request for inspection of the works will be accepted telephonically, however this request must be recorded in the site diary and site instruction book.

C3.5.8 Key Personnel

A schedule of key personnel to be employed with curriculum vitae of relevant experience shall be provided to the employers' representative prior to site handover.

C3.5.9 Management Meeting

The Engineer will conduct site meetings, prepare and circulate minutes, as determined by him at the beginning of the contract. The Contractor shall attend these meetings and shall ensure that when necessary, the required sub-contractor is represented. The approved minutes shall become part of the contract documents.

The Contractor shall be required to conduct safety meetings at intervals agreed to between the Employer or his Safety Agent and the Contractor as specified in the Health and Safety Specification bound in this document.

C3.5.10 Payment Certificates

The contractor shall submit to the engineer after the end of each month a statement in the required format, showing the estimated amount due to him, calculated in accordance with the General Conditions of Contract. The statement to be submitted by the contractor shall consist of 2 copies of the schedule of quantities.

C3.5.11 Protection of the Public

The Contractor shall at all times ensure that his operations do not endanger any member of the public.

As the area is adjacent to a residential area the Contractor shall take special precautions to prevent public access to any danger areas on the Works, e.g. by temporary barricades and/or fencing.

C3.5.12 Aids Awareness

A PROVISIONAL ALLOWANCE has been provided in the bill of quantities under training to undertake an aids awareness programme in the community.

C3.5.13 Site Visitors Book

A Site Visitors Book must be kept on site. All visitors visiting to the site must report to the site office and sign in the Site Visitors book before entering the construction site. The Agent and/or the Safety Officer must always accompany the Visitor. The Visitor must wear a hard hat, safety shoes and safety clothing when required.

C3.5.14 Information In Respect Of Plant

Information relating to plant on Site shall be recorded in the Daily Site Diary. In addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of construction plant kept on the Site, full particulars given for each day of the month. Distinction shall be made between plant in working order and plant out-of-order. Such inventory shall be submitted by the first day of the month following the month to be reported.

C3.5.15 Information In Respect Of Employees

Information relating to labour and management on Site shall be recorded in the Daily Site Diary, in addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of supervisory staff, labour employed (own and local labour) by category, and sub-contractors (both local and imported) for each day of the month. Such return shall be submitted by the first day of the month following the month to be reported.

3.6 VARIATIONS AND ADDITIONS TO STANDARD SPECIFICATIONS

SABS 1200 A: GENERAL

PSA 1 QUALITY OF MATERIALS (Sub clause 3.1)

Add the following:

All materials used in this Contract shall be the official SABS mark where applicable.

All materials shall be new and of the best quality available unless otherwise specified.

PSA 2 CONTRACTOR'S OFFICES, STORES AND SERVICES (Clause 4.2)

Add the following to the provisions of Clause 4.2.

- a) The location of the Contractor's offices, stores and services on site shall be subject to approval by the Engineer.
- b) The Contractor's office is to include a facility with furniture suitable for the use during site meetings, accommodating 8 persons.
- c) The Contractor's designated site agent shall be in possession of a cellular telephone.

No additional payment is made for this service, and shall be deemed to be included in the preliminary and general.

PSA 3 SETTING OUT OF THE WORKS (Clause 5.1.1)

Substitute the first sentence of Clause 5.1.1 with the following. The engineer will provide information for setting out of the works.

Add the following:

Setting out the Works will not be measured and paid for directly, and compensation for the works involved in setting out shall be deemed to be covered by the rates and prices tendered and paid for in the various items of works included under this Contract.

PSA 4 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS (Clause 5.2)

The Contractor shall make adequate provision for the supply of temporary warning signs, barriers drums etc to the satisfaction of the Engineer for the entire duration of the contract. Road and traffic signs shall comply with the requirements of the "South African Road Traffic Manual".

PSA 5 LOCATION AND PROTECTION OF EXISTING SERVICES (Clause 5.4)

Add the following provisions of Clause 5.4.1

PSA 5.1 Location of existing services

Before underground or excavation work is carried out, the Contractor shall ascertain the presence and position of all services likely to be damaged or interfered with by his activities. He shall obtain up-to-date plans from the Engineer for this purpose, showing the position of services in the area where he intends to work.

As services can often not be reliably located from such plans, the Contractor shall determine the exact position of such services by means of suitable detecting equipment and afterwards by careful hand excavation where necessary in order to expose the services at the positions of possible interference by his activities. This procedure shall also be followed in respect of services not shown on the plans but believed to be present.

All such services, the positions of which have been located at the critical points, shall be designated as "known" services and their positions shall be indicated on a separate set of Drawings, a copy of which shall be furnished to the Engineer.

While he is occupying the Site, the Contractor shall be liable for all damage caused by him to known services as well as for consequential damage, whether caused directly by his operations or by the lack of proper protection.

PSA 6 ACCOMMODATION OF TRAFFIC (New clause 5.9)

Temporary traffic signs shall be erected at all diversions.

The number and layout of the traffic signs shall comply with the Site Manual entitled "Safety at Roadwork's in Urban Areas", as published by the Department of Transport.

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

PSA 7 TOLERANCES

PSA 7.1 General (New sub-clause 6.4)

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

Except where the contrary is specified or then clearly not applicable all quantities for measurement and payment shall be determined from the "authorised" dimensions. These are specified dimensions or those shown on the Drawings or, if changed, as finally prescribed by the Engineers, without any allowances for the specified tolerances.

Except if otherwise specified, all measurements for determining quantities for payment will be based on the "authorised" dimensions.

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

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

PSA 9 MEASUREMENT AND PAYMENT

PSA 9.1 Contractual Requirements (sub clause 8.3.1)

Add to sub-clause 8.3.1:

"In addition, the sum tendered shall cover all initial costs incurred in complying with the requirements of the Special Conditions of Contract.

PSA 9.2 Contractual Requirements (sub clause 8.4.1)

The Contractor shall tender a lump sum in the Schedule of Quantities to cover his time-related establishment costs. The amount tendered and paid shall be full compensation to the Contractor for:

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

The Contractor shall tender a lump sum for the abovementioned items.

Payment of the lump sum shall be made monthly in compliance with the method laid down in Sub-clause 8.2.2 of SABS 1200:A.

The Contractor will not be paid Time-Related Preliminary and General charges for any Special Non-Working Days, as stipulated in the Appendix, which shall be deemed to have been allowed for in his rates.

PSA 9.3 Adjusted Payment for Time-Related Items

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

Sum of Tendered amounts for Time Related Items x $\frac{\text{Extension of Time authorised by variation order}}{\text{Tender contract period}}$

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

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

In the case of fixed price contracts, the amount by which the Time-Related Items is adjusted shall not be subject to the Contract Price Adjustment formula.

In the case of contracts subject to Contract Price Adjustment the amount by which the time-related items are adjusted shall be subject to the Contract Price Adjustment formula.

PSA 9.4 Compliance with OHS Act and Regulations

(Including The Construction Regulations 2003)

unit: sum

The tendered sum shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and Regulations (including the Construction Regulations 2003) at all times for the full duration of the Contract.

This sum will be paid to the contractor in equal monthly amounts subject to proper/substantial compliance

PSA 9.5 Accommodation of Traffic (Clause 8.8.2)

Where the new works interferes with the existing roads, the Contractor shall construct these sections of the works under traffic. The work will involve catering for the safe and easy passage of public traffic in all weather, both day and night for the full traffic control and signposting.

The Contractor may alternatively make his own arrangement for detours to be constructed, all subject to the Engineers approval.

Add the following after the first paragraph:

"All temporary road signs, devices, sequences, layouts and spacing shall comply with the requirements of the Road Traffic Act, 1996 (Act 93 of 1996), the National Road Traffic Regulations, 2000, the South African Road Traffic Signs Manual and the requirements of the relevant road authority. All temporary traffic control facilities shall also comply with the guidelines set in SA Road Traffic Signs Manual, Volume 2, Chapter 13: Road works Signing, (SARTSM, June 1999, obtainable from the Government Printer, Pretoria)"

SABS 1200 AB: ENGINEER'S OFFICE

PSAB 1 TEMPORARY/ PERMANENT OFFICES

The Contractor is to provide a temporary office for use by the Engineer. The offices should be able to accommodate one full time Engineer's Representative and two assistants. The offices should be of make by M projects or similar equivalent with the following minimum specification.

- Exterior should be of chromadek make with a chromadek roof. Windows should be aluminium doors to be chromadek
- Interior should include oak ply cladding with vinyl flooring. Ceiling is to be with vinyl.
- Air conditioning is to be provided

The Engineer's offices are to be equipped with the following as a minimum:

- Three desks each with lockable drawers
- Three high back swivel chairs
- Three visitors chairs
- A facility to store/hang drawers

The contractor should also make arrangements for covered facilities to enable the accommodation of approximately 12 – 16 people during progress site meetings, to be held fortnightly or monthly.

The facilities are to be provided, to the satisfaction of the Engineer, within 14 days or commencement date. **The Engineer may withhold certification of the first progress payment until these facilities are provided.**

PSAB 2 NAMEBOARDS (Clause 3.1)

Substitute the first paragraph of Clause 3.1 with the following:

The Contractor must supply and erect one name board at an approved site, and shall comply as regards site, painting and details of the municipalities standard name board.

PSAB 3 SURVEY ASSISTANTS (Clause 5.5)

Substitute "two or more suitable educated survey labourers" in this paragraph with "one semi-skilled labourer".

The Engineer's Representative will occasionally need the assistance of a survey labourer to help with testing, survey, etc., envisaged at approximately 4 hours (non-consecutive) per week.

PSAB 4 SURVEY EQUIPMENT

The Contractor shall provide the following tested and approved survey equipment on site for the duration of the contract and for the use of the Engineer whenever needed.

- a) One automatic level plus tripod,

- b) One level staff, all graduated metrically and
- c) One 5m and one 25m-tape measure.

The above-mentioned equipment may, by arrangement be shared between the Contractor and the Engineer's Representative. The Contractor shall keep the equipment insured against any loss; damage or breakage and he shall indemnify the Engineer and the Employer against any claims in this regard.

PSAB 5 MEASUREMENT AND PAYMENT

PSAB 5.1 Survey Assistant ((New Clause)

Payment for the survey assistant shall be at the tendered day work rates for the hours worked in assisting the Engineer's Representative. No payment shall be made for the survey equipment all costs shall be deemed to be covered by the rates tendered for the Contractor's facilities. No payment shall be made for the survey equipment or survey assistant and all costs shall be deemed to be covered by the rates tendered for the Contractor's facilities.

SABS 1200 C: SITE CLEARANCE

PSC 1 SCOPE (Clause 1.1)

Add the following:

"The specification also covers the removal of unreinforced and reinforced concrete, existing pipe culverts and existing roadway and layerworks, (at tie-ins and road widening), and saw cutting of existing road surfacing."

PSC 2 MATERIALS

Disposal of Material (Sub-clause 3.1)

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

"Debris arising from clearing operations or from the demolition of existing structures that are not suitable for re-use in the works or for landscaping in areas designated by the Engineer, shall be removed by the Contractor and disposed of at the approved tip site. Transport of such material shall not be paid separately, but shall be included in the relevant items for clearing

The rates tendered shall allow for any fees to be paid at the tip site."

PSC 3 MEASUREMENT AND PAYMENT

PSC 3.1 Clear And Grub (sub - clause 8.2.1)

The location of disposal or dumping sites shall be the Contractor's responsibility and no overhaul shall be payable to the Contractor for loading, temporary and dumping of material thus cleared under this scheduled item.

Unit of measurement for "clear and grub", for road works shall be the square metre, and clearing for sewer and storm-water routes shall be metre.

PSC 3.2 Cleaning of Existing Stormwater Manholes/ Catchpits (Items measured separately) unit: m³

The unit of measurement shall be the cubic meter of material removed from the individual units. The tendered rate shall include for all plant, labour, spoiling material and all other incidentals necessary to undertake the work.

PSC 3.3 Removal of Existing Roadway to Spoil (New Clause)

- a) Existing Asphalt unit: m³
- b) Existing Base and Sub-base unit: m³

The volume measured shall be the area marked for removal multiplied by the thickness of the layer removed to the instructions of the Engineer. The tendered rate shall cover the cost of breaking the surfacing and layer-works to a maximum depth of 400mm, loading, transporting and disposal. The cost of saw cutting a neat vertical joint around the perimeter of the removed section of surfacing would be paid for under item PSC3.6

SABS 1200 DA: EARTHWORKS (SMALL WORKS)

PSDA 1 CLASSIFICATION FOR EXCAVATION PURPOSES (Clause 3.1)

Delete Sub-Clause 3.1.1 and 3.1.2 and replace with the following:

PSDA 1.1 Method of Classifying

The Contractor may use any method he chooses to excavate any class of material but his chosen method of excavation shall not determine the classification of the excavation. The Engineer or his Representative will decide on the classification of materials. In the first instance classification will be based on inspection of the material to be excavated and on the criteria given in PSD 3.1.2(a) and (c).

PSDA 1.2 Classes of Excavation

All materials encountered in any excavation for any purpose including restricted excavation will be classified as follows:

(a) Soft Excavation

Any material, which can be removed by bulldozers or backhoes, shall be classified as soft excavation.

Soft excavation shall be material not falling into the category of hard rock excavation.

(c) Hard rock excavation

Hard rock excavation shall be excavation in material (including undecomposed boulders exceeding 0.17 cubic metre in individual volume) that cannot be efficiently removed without blasting, wedging and splitting, or hydraulic hammers.

This classification includes materials such as:

- Solid unfractured rock occurring in bulk
- Solid ledges thicker than 200mm
- Igneous rock intrusions
- Cemented sedimentary rocks.

PSDA2 CONSTRUCTION

PSDA2.1 Conservation of Topsoil (5.2.1.2)

Add the following to Sub-clause 5.2.1.2:

“Topsoil shall not be stockpiled higher than 2,0m. Care shall be exercised to prevent the compaction of topsoil in any way especially by vehicles travelling over such material.”

PSDA 3 MEASUREMENT AND PAYMENT

PSDA 3.1 Working of borrow pits (new item)

a) Removal of topsoil to stockpile unit: m³

The unit of measurement shall be the cubic metre of topsoil removed. The tendered rate must include for all plant, labour and all other incidentals necessary to undertake the work, including fees payable for dumping to a municipal refuse site.

b) Excess overburden unit: m³

The unit of measurement shall be the cubic metre of excess overturn measured in place after topsoil stripping

c) Finishing of borrow area in

- i) Hard rock material unit: m²
- ii) Soft material unit: m²

The unit of measurement for finishing of borrow area shall be the square metre measure in accordance with the finally excavated area of the borrow pit, before it is finished off

The tendered rate shall include full compensation for finishing off the borrow pits as specified in 5.2.2.2

SABS 1200 DB: EARTHWORKS (PIPE TRENCHES)

PSDB 1 CLASSES OF EXCAVATION (Clause 3.1)

The excavation of material, for the purposes of measurement and payment shall be classified as specified in PSDA 1.

SABS 1200 DM: EARTHWORKS (ROADS, SUBGRADE)

PSDM 1 DEFINITIONS AND ABBREVIATIONS (Clause 2.3)

Add the following:

"The Contractor's attention is drawn to the definitions of formation level as defined in SABS 1200 M."

PSDM 2 CLASSIFICATION OF EXCAVATION (Clause 3.1)

Clause PSDA 1 will apply for this clause.

PSDM 3 FILL (Clause 3.2.2)

In addition to the requirements of Clause 3.2.2, the following shall apply:

The minimum CBR swell at 100% of modified AASHTO maximum density be as follows:

Depth Below Final Road Surface (mm)	Maximum CBR SWELL (%)
250 - 800	1,5
Over 800	4,0

Sand shall be as for Clause 3.2.2

PSDM 4 SUBGRADE

The minimum CBR of the sub grade layers at 93% modified AASHTO maximum density shall be 7

PSDM 5 CONSTRUCTION (Clause 5)

PSDM 5.1 Treatment of Road Bed (Sub Clause 5.2.2.3)

(a) Preparation and Compaction of Road Bed

Add the following:

"Where road bed preparation takes place in sand the in-situ sand layer is to be watered and compacted to 100% Modified. AASHTO density. The surface of the in-situ sand layer is to be firm and smooth in order to receive the subsequent S.S.G. or sub-base layer, as the case may be. To this end the Engineer may order that unnecessary construction traffic remain off the finished in-situ sand layer until the subsequent layer has been completed."

PSDM 6 USE OF MATERIALS (Sub Clause 5.2.2.3 & 8.3.4)

In addition to the requirements of Clause 5.2.2.3, the order of excavating cuts shall be arranged to minimize the double handling of material.

PSDM 7 TRIMMING, GRADING AND COMPACTING OF SIDEWALKS (New Clause)

After completion of the road layers, including the premix surface, and after construction of the necessary kerbs, including the satisfactory backfilling behind the kerb, the sidewalk shall be finished off to the lines and levels shown on the drawings or as directed.

Shortfall material shall be imported from the designated borrow pit and mixed with the existing, reshaped and compacted to levels as directed.

The Contractor shall be responsible for taking the necessary precautions and measures to control the dust nuisance, which may arise due to his operations on the sidewalk, whether from the natural ground surface or topsoil layer, until the Engineer accepts the verge.

PSDM 8 TRANSPORT

PSDM 8.1 Free haul (Clause 5.2.8.1)

Notwithstanding the provisions of Clause 5.2.8.1, all movements of cut and fill material shall be free haul.

PSDM 9 MEASUREMENT AND PAYMENT (Clause 8)

PSDM 9.1 (a) Cut to Fill, Borrow to Fill

Add to Sub-clause 8.3.4(1) the following:

"Where fill material is borrowed from trench excavations the rate shall include the selection from the sides of trenches, transporting, if necessary, stockpiling, preparing, processing, shaping (including forming side channels and benching if applicable), watering, mixing, compacting to the densities specified and finishing the slopes of fills."

The fill material from commercial sources required for formation levels and undercuts shall be a minimum G7 quality material

PSDM 9.2 Surface Finishes

Add to Sub-clause 8.3.13 the following sub-clause (c):

"The major earthworks required to bring the verge to the required level and the additional depth of excavation or reduction in fill height as ordered for the topsoil operation shall be measured and paid for under item 8.3.4.

PSDM 9.3 Construct Selected Layers using Imported Material Compacted to 95% Modified AASHTO (New Clause)

The rate shall cover the cost of locating the source, complying with all the relevant precautions required in terms of Clause 5.1, SABS 1200 D, procuring the material, basic selection, transporting from source to point of deposition on the road, spreading, watering, compacting, final grading and complying with the tolerances and testing.

SABS 1200 GA: CONCRETE (SMALL WORKS)

PSGA 1 SCOPE (Clause 1.1)

This section includes specifications for various aspects of concrete referred to in other sections of the standard specifications.

PSGA 2 CEMENT (3.2.1 and 3.2.2)

The grade of concrete shall be as specified on the drawings or schedule of quantities. Cement shall not be kept in storage for longer than four weeks and shall be used in the order in which it has been stored.

SABS 1200 LB: BEDDING (PIPES)

PSLB 1 SCOPE (Clause 1.1)

This section includes bedding for stormwater pipes and culverts.

PSLB 2 BEDDING MATERIALS (Clause 3.4.1)

PSLB 2.1 Source of material

It is anticipated that selected fill material will be available from trench excavations.

PSLB 2.2 Selective excavation for bedding materials

Notwithstanding the requirements of Clause 3.7 of SABS 1200 DB and Clause 3.4.1 of SABS 1200 LB regarding the use of selective methods of excavation, selective method of excavation and plant shall be adopted by the Contractor as to enable him to avoid burring or contaminating material that is suitable and is required for bedding. The details contained in SABS 1200 LB shall be used for all relevant bedding details as applicable.

PSLB 3 CRUSHED STONE BEDDING (New clause)

Where the conditions on the trench bottom are so wet that the use of selected granular material is not practical, use will be made of 13.2 or 19mm single sized crushed stone material from commercial sources. The use of such stone will be entirely at the Engineer's discretion.

PSLB 4 FREE HAUL (Clause 8.1.6)

All material for bedding cradle and selected fill obtained from excavations on site shall be regarded as free haul. No overhaul will be payable for obtaining bedding material from within the site.

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PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

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1. INTRODUCTION AND BACKGROUND

1.1 Background to the Pre-construction Health and Safety Specification

The Construction Regulations (July 2003) place the onus on the Client to prepare a pre-construction health & safety specification, highlighting all risks not successfully eliminated during design.

1.2 Purpose of the Pre-construction Health and Safety Specification

To assist in achieving compliance with the Occupational Health & Safety Act 85/1993 and the now promulgated Construction Regulations (July 2003) in order to reduce incidents and injuries. This pre-construction specification shall act as the basis for the drafting of the construction phase health & safety plan.

The pre-construction specification sets out the requirements to be followed by the Principal Contractor and other Contractors so that the health & safety of all persons potentially at risk may receive the same priority as other facets of the project e.g. cost, programme, environment, etc.

1.3 Implementation of the Pre-construction Health and Safety Specification

This specification forms an integral part of the contract, and the Contractor is required to use it at pre-tender phase when drawing up its project-specific construction phase health & safety plan. The Principal Contractor shall forward a copy of this specification to all Contractors at their bidding stage so that they can in turn prepare health & safety plans relating to their operations.

2. PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

2.1 Scope

This Specification covers the requirements for eliminating and mitigating incidents and injuries on the particular project

The scope also addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a health and safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees.

2.2 Interpretations

2.2.1 Application

This specification is a compliance document drawn up in terms of South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as noted previously.

2.2.2 Definitions

The definitions as listed in the Occupational Health & Safety Act 85/1993 and Construction Regulations (July 2003) shall apply.

2.3 Minimum Administrative Requirements

2.3.1 Notification of Intention to Commence Construction Work

The Contractor shall notify the Provincial Director of the Department of Labour in writing before construction work commences. A copy of this notification must be forwarded to the Client on appointment.

2.3.2 Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site

The Contractor shall submit supervisory appointments as well as any relevant appointments in writing (as stipulated by the OHS Act and Construction Regulations), prior to commencement of work. Proof of competency must be included. See annexure B.

2.3.3 Competency for Contractor's Appointed Competent Persons

Contractors' competent persons for the various risk management portfolios shall fulfil the criteria as stipulated under the definition of Competent in accordance with the Construction Regulations (July 2003). Proof of competence for the various appointments must be included.

2.3.4 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)

The Principal Contractor shall submit a letter of good standing with its Compensation Insurer to the Client as proof of registration. Contractors shall submit proof of registration to the Principal Contractor before they commence work on site.

2.3.5 Occupational Health and Safety Policy

The Principal Contractor and all Contractors shall submit a Health and Safety Policy signed by their Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented by the Company / Contractor.

2.3.6 Health and Safety Organogram

The Principal Contractor and all Contractors shall submit an organogram, outlining the Health and Safety Site Management Structure including the relevant appointments/competent persons. In cases where appointments have not been made, the organogram shall reflect the intended positions. The organogram shall be updated when there are any changes in the Site Management Structure.

2.3.7 Preliminary Hazard Identification and Risk Assessment and Progress Hazard Identification and Risk Assessment

The Contractor shall cause a hazard identification to be performed by a competent person before commencement of construction work, and the assessed risks shall form part of the construction phase health and safety plan submitted for approval by the Client. The risk assessment must include;

- a) A list of hazards identified as well as potentially hazardous tasks;
- b) A documented risk assessment based on the list of hazards and tasks;
- c) A set of safe working procedures (method statements) to eliminate, reduce and/or control the risks assessed;
- d) A monitoring and review procedure of the risks assessment as the risks change.

The Principal Contractor shall ensure that all Contractors are informed, instructed and trained by a competent person regarding any hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop.

The Principal Contractor shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the safe work procedures, control measures and other related

rules (tool box talk strategy to be implemented).

2.3.8 Health and Safety Representative(s)

The Principal Contractor and all Contractors shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions. The appointment must be in writing. The Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible Person forthwith and at health & safety meetings.

2.3.9 Health and Safety Committees

The Principal Contractor shall ensure that project health and safety meetings are held monthly and minutes are kept on record. Meetings must be organised and chaired by the Principal Contractor's Responsible Person. All Contractors' Responsible Persons and Health & Safety Representatives shall attend the monthly health & safety meetings. Contractors shall also have their own internal health & safety committees in accordance with the OHS Act 85/1993 and minutes of their meetings shall be forwarded to the Principal Contractor on a monthly basis.

2.3.10 Health and Safety Training

2.3.10.1 Induction

The Principal Contractor shall ensure that all site personnel undergo a risk-specific health & safety induction training session before starting work. A record of attendance shall be kept in the health & safety file. **A suitable venue must be supplied to house this training.**

2.3.10.2 Awareness

The Principal Contractor shall ensure that, on site, periodic toolbox talks take place at least once per week. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the health & safety file. All Contractors have to comply with this minimum requirement.

2.3.10.3 Competency

All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control, carry out. This will have to be assessed on a regular basis e.g. periodic audits by the Client, progress meetings, etc. The Principal Contractor is responsible to ensure that competent Contractors are appointed to carry out construction work.

2.3.11 General Record Keeping

The Principal Contractor and all Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993; and with the Construction Regulations (July 2003). The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections, audits, etc. are kept in a health & safety file held in the site office. The Principal Contractor must ensure that every Contractor opens its own health & safety file, maintains the file and makes it available on request.

2.3.12 Health & Safety Audits, Monitoring and Reporting

The Client shall conduct monthly health & safety audits of the work operations including a full audit of physical site activities as well as an audit of the administration of health & safety. The Principal Contractor is obligated to conduct similar audits on all Contractors appointed by it. Detailed reports of the audit findings and results shall be reported on at all levels of project management meetings/forums. Copies of the Client audit reports shall be kept in the Primary Project Health & Safety File while the Principal Contractor audit reports shall be kept in their file, a copy being forwarded to the Client. Contractors have to audit their sub-contractors and keep records of these audits in their health & safety files, available on request.

2.3.13 Emergency Procedures

The Principal Contractor shall submit a detailed Emergency Procedure for approval by the Client prior to commencement on site. The procedure shall detail the response plan including the following key elements:

- List of key competent personnel;
- Details of emergency services;
- Actions or steps to be taken in the event of the specific types of emergencies;
- Information on hazardous material/situations.

Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, bomb threats, major incidents/accidents, etc. The Principal Contractor shall advise the Client in writing forthwith, of any emergencies, together with a record of action taken. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc) must be maintained and available to site personnel.

2.3.14 First Aid Boxes and First Aid Equipment

The Principal Contractor and all Contractors shall appoint in writing First Aider(s). The appointed First Aider(s) are to be sent for accredited first aid training. Valid certificates are to be kept on site. The Principal Contractor shall provide an on-site First Aid Station with first aid facilities, including first aid boxes adequately stocked at all times. All Contractors with more than 5 employees shall supply their own first aid box. Contractors with more than 10 employees shall have a trained, certified first aider on site at all times.

2.3.15 Accident / Incident Reporting and Investigation

Injuries are to be categorised into first aid; medical; disabling; and fatal. The Principal Contractor must stipulate in its construction phase health & safety plan how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. All injuries shall be investigated by the Principal Contractor, with a report being forwarded to the Client forthwith. All Contractors have to report on the 4 categories of injuries to the Principal Contractor at least monthly. The Principal Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly.

2.3.16 Hazards and Potential Situations

The Principal Contractor shall immediately notify other Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities.

2.3.17 Personal Protective Equipment (PPE) and Clothing

The Principal Contractor shall ensure that all workers are issued and wear hard hats, safe footwear and overalls. The Principal Contractor and all Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times. The Principal Contractor shall clearly outline procedures to be taken when PPE or Clothing is:

- Lost or stolen;
- Worn out or damaged.

The above procedure applies to Contractors and their Sub-contractors, as they are all Employers in their own right.

2.3.18 Occupational Health and Safety Signage

The Contractor shall provide adequate on-site OHS signage. Including but not limited to: 'no unauthorised entry', 'report to site office', 'site office', 'beware of overhead work', 'hard hat area'. Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g. access routes, entrances to structures and buildings, and other potential risk areas/operations.

2.3.19 Permits

Permits may include the following:

- **Use of Explosives and Blasting**
- **Work for which a fall prevention plan is required**
- **Use of cradles**
- **Hot work**
- **Confined space**

2.3.20 Contractors and Sub-contractors

The Principal Contractor shall ensure that all Contractors under its control comply with this Specification, the OHS Act 85/1993, Construction Regulations (July 2003), and all other relevant legislation that may relate to the activities directly or indirectly. The Contractor, when appointing other Contractors as 'Sub-contractors', shall mutatis mutandis ensure compliance.

2.3.21 Incentives and Penalties

Certain incentives will be provided for ongoing compliance to the provisions of the construction phase health & safety plan submitted by the Principal Contractor.

Penalties will be implemented for ongoing non-compliance to the provisions of the construction-phase health & safety plan as submitted by the Principal Contractor.

2.4 Physical Requirements

2.4.1 Demolition Work

It is envisaged that minor ground level demolitions are to be carried out on this project. Prior to any demolition work being carried out, the Principal Contractor shall submit a safe working procedure and a detailed engineering survey for approval by the Client. Acceptance will then be issued to the Principal Contractor to proceed with the demolition work. The Principal Contractor shall ensure that demolition work complies with the Construction Regulations (July 2003).

2.4.2 Excavations, Shoring, Dewatering or Drainage

Trenching of an approximate depth of up to 4 metres is to be carried out on this project. The Principal Contractor and any relevant Contractors shall make provision in their tender for shoring, dewatering or drainage of any excavation as per this specification.

The Contractor shall make sure that:

- a) **The trench excavations are inspected before every shift and a record is kept;**

- b) Safe work procedures have been communicated to the workers; Copies of which must be held in the Safety File**
- c) The safe work procedures are enforced and maintained by the Contractor's Responsible Persons at all times;**
- d) The requirements as per section 11 of the Construction Regulations are adhered to.**

2.4.3 Edge Protection and Penetrations

The Principal Contractor must ensure that all exposed edges and openings are guarded and demarcated at all times until permanent protection has been erected. The Principal Contractor's risk assessment must include these items. E.g. protection of decking edges, finished floor slab edges, stairways, floor penetrations, lift shafts, trenches and all other openings and areas where a person may fall.

2.4.4 Explosives and Blasting

Not envisaged to be applicable on this project

2.4.5 Piling

Not envisaged to be applicable on this project

2.4.6 Stacking of Materials

The Principal Contractor and other relevant Contractors shall ensure that there is an appointed stacking supervisor and all materials, formwork and all equipment is stacked and stored safely.

2.4.7 Speed Restrictions and Protection

The Principal Contractor shall ensure that all persons in its employ, all Contractors, and all those that are visiting the site are aware and comply with the site speed restriction(s). Separate vehicle and pedestrian access routes shall be provided, maintained, controlled, and enforced.

2.4.8 Hazardous Chemical Substances (HCS)

The Principal Contractor and other relevant Contractors shall provide the necessary training and information regarding the use, transport, and storage of HCS. The Principal Contractor shall ensure that the use, transport, and storage of HCS is carried out as prescribed by the HCS Regulations. The Contractor shall ensure that all hazardous chemicals on site have a Material Safety Data Sheet (MSDS) on site and the users are made aware of the hazards and precautions that need to be taken when using the chemicals. The First Aiders must be made aware of the MSDS and how to treat HCS incidents appropriately.

2.4.9 Asbestos

Not applicable

2.5 Plant and Machinery

2.5.1 Construction Plant

"Construction Plant" includes all types of plant including but not limited to, cranes, piling rigs, excavators, road vehicles, and all lifting equipment.

The Principal Contractor shall ensure that all such plant complies with the requirements of the OHS Act 85/1993 and Construction Regulations (July 2003). The Principal Contractor and all relevant Contractors shall inspect and keep records of inspections of the construction plant used on site. Only authorised/competent persons are to use

machinery under proper supervision. Appropriate PPE and clothing must be provided and maintained in good condition at all times.

2.5.2 Vessels under Pressure (VuP) and Gas Bottles

The Principal Contractor and all relevant Contractors shall comply with the Vessels under Pressure Regulations, including:

- **Providing competency and awareness training to the operators;**
- **Providing PPE or clothing;**
- **Inspect equipment regularly and keep records of inspections;**
- **Providing appropriate fire fighting equipment (Fire Extinguishers) on hand.**

2.5.3 Fire Extinguishers and Fire Fighting Equipment

Not envisaged to be applicable on this project

2.5.4 Hired Plant and Machinery

The Principal Contractor shall ensure that any hired plant and machinery used on site is safe for use. The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations (July 2003) shall apply. The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the health & safety file. All relevant Contractors must ensure the same.

2.5.5 Scaffolding / Working at Heights

Not envisaged to be applicable on this project

2.5.6 Formwork and Support work for Structures

The formwork on this project is envisaged to be not more than two metres in height from ground level.

The Principal Contractor shall ensure that the provisions of section 10 of the Construction Regulations (July 2003) are adhered to. These provisions must include but not be limited to ensuring that all equipment used is examined for suitability before use; that all formwork and support work is inspected by a competent person immediately before, during and after placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work has been removed. Records of all inspections must be kept in a register in the safety file on site.

2.5.7 Lifting Machines and Tackle

The Principal Contractor and all Contractors shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (section 20). There must be a competent lifting machinery and tackle inspector who must inspect the equipment daily or before use, taking into account that:

- **All lifting machinery and tackle has a safe working load clearly indicated;**
- **Regular inspection and servicing is carried out;**
- **Records are kept of inspections and of service certificates;**
- **There is proper supervision in terms of guiding the loads that includes a trained banksman to direct lifting operations and check lifting tackle;**
- **The tower crane bases have been approved by an engineer;**
- **The operators are competent as well as physically and psychologically fit to work and in possession of a medical certificate of fitness to be available on site.**

2.5.8 Ladders and Ladder Work

Not envisaged to be applicable on this project

2.5.9 General Machinery

The Principal Contractor and relevant Contractors shall ensure compliance with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing, and training those who use machinery

2.5.10 Portable Electrical Tools and Explosive Powered Tools

The Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation. The Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in safe working order. Regular inspections and toolbox talks must be conducted to make workers aware of the dangers and control measures to be implemented e.g. personal protection equipment, guards, etc. Inspection records must be kept in the Safety File.

The Contractor shall consider the following:

- **A competent person undertakes routine inspections and records are kept;**
- **Only authorised trained persons use the tools;**
- **The safe working procedures apply;**
- **Awareness training is carried out and compliance is enforced at all times; and**
- **PPE and clothing is provided and maintained.**
- **A register indicating the issue and return of all explosive round;**
- **Signs to be posted up in the areas where explosive powered tools are being used.**

2.5.11 High Voltage Electrical Equipment

- **The Contractor must ensure that no high voltage electrical equipment is present on, under or above the construction area.**
- **If there are, these need to be identified and its whereabouts be made known to all operators of earthmoving equipment.**
- **The appointed excavation supervisor must direct operators in excavating around these cables.**
- **All persons in the employ of the Contractor or anyone on site must be made aware of the danger of underground electrical cables and the position thereof.**

2.5.12 Public and Site Visitor Health & Safety

This project is undertaken in a busy street with businesses trading on a daily basis directly parallel to the excavation trench.

A solid barrier of at least two metres high must be erected between the road and the trench and the trench and the business.

Access from the road to the shops over the excavation must be limited. These accesses must be of such a nature that no person or vehicle can fall into the trench when using it to cross the trench. Signage must be posted to direct members of the public to these accesses.

This barrier must be maintained in a proper condition at all times. This is important as at times it will have to be moved in order to offload or place material.

The Principal Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimise those dangers. Appropriate health and safety notices and signs shall be posted up, but shall not be the only measure taken.

Both the Client and the Principal Contractor have a duty in terms of the OHS Act 85/1993 to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the construction activities.

Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. A record of these 'inductions' must be kept on site in accordance with the Construction Regulations.

2.5.13 Night Work

Not envisaged to be applicable on this project

2.5.14 Transport of Workers

The Principal Contractor and other Contractors shall not:

- **Transport persons together with goods or tools unless there is an appropriate area or section to store them;**
- **Transport persons in a non-enclosed vehicle, e.g. truck; there must be a proper canopy (properly covering the back and top) with suitable sitting area. Workers shall not be permitted to stand or sit at the edge of the transporting vehicle.**
- **Transport workers in bakkies unless they are closed/covered and have the correct number of seats for the passengers.**

2.5.15 Manual labour

A high degree of manual labours both skilled and semi skilled is required on this project. Contractors will supply workers with the necessary knowledge of the dangers of handling stones to be packed in the construction of the Gabions.

Hand protection must be worn at all times

High risk of injury to hands and body exists when working with wire. Contractors will ensure that all wire ends ends inwards.

Adequate breathing protection must be worn when cutting Geotextile to prevent the fibres to be inhaled.

2.6 Occupational Health

2.6.1 Occupational Hygiene

Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, absorption, and noise induction. Site-specific health risks such as cement dust, wet cement, wood-dust, noise, etc. should be considered.

2.6.2 Welfare Facilities

The Principal Contractor must supply Sufficient toilets (1 toilet per 30 workers), showers (1 for every 15 workers), changing facilities, hand washing facilities, soap, toilet paper, and hand drying material must be provided. Waste bins must be strategically placed and emptied regularly. Safe, clean storage areas must be provided for workers to store personal belongings and personal protective equipment. Workers should not be exposed to hazardous materials/substances while eating and must be provided with sheltered eating areas.

2.6.3 Alcohol and other Drugs

No alcohol and other drugs will be allowed on site. No person may be under the influence

of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

Project name: _____

Date: _____

PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION (HSS)

Project: _____

ANNEXURE A

The Principal Contractor and Contractors must submit proof of compliance with Annexure A with the construction phase H&S plan where applicable.

HSS Item No.	Requirement	OHSA Requirement	Submission Date
2.3.1	Notification of Intention to Commence Construction / Building Work	Complete Schedule 1 (Construction Regulations)	Before commencement on site
2.3.2	Assignment of Responsible Person to Supervise Construction Work	All relevant appointments, as per OHS Act and Construction Regs.	Before commencement on site
2.3.3	Competence of Responsible Persons	Client Requirement & OHS Act	Together with H&S plan
2.3.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	COIDA Requirement	Together with H&S plan
2.3.5	Occupational Health and Safety Policy	OHS Act	Together with H&S plan
2.3.6	Health and Safety Organogram	Client Requirement	Together with H&S plan
2.3.7	Initial Hazard Identification and Risk Assessment based on the Client's assessment	Construction Regs.	Together with H&S plan
2.3.8	Health and Safety Representative	OHS Act	Before commencement on site
	Other		

ASSIGNMENT OF PRINCIPAL CONTRACTOR'S RESPONSIBLE PERSONS

Project: _____

ANNEXURE B

The Principal Contractor shall make the following appointments according to the initial risk assessment: (further appointments could become necessary as project progresses)

Appointment	OHSA Reference	Requirement
CEO Assignee	Section 16(2)	A competent person to assist with the on-site H&S overall responsibility – Contractor's Responsible Person
Construction Work Supervisor	CR 6.1	A competent person to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/ her overall duties.
Subordinate Construction Work Supervisors	CR 6.2	A competent person to assist with daily supervision of construction / building work. The person assists the Construction Work Supervisor.
Health & Safety Representative(s)	Section 17	A competent person(s) to inspect H&S in reference to plant, machinery and Health & Safety of persons in the workplace.
Incident Investigator	GAR 9	A competent person to investigate incidents / accidents on site and could be: • The employer • H&S Representative • Designated person • Member of the H&S Committee
Risk assessment co-ordinator	CR 7	A competent person to co-ordinate all risk assessments on behalf of the Principal Contractor. The same applies to Contractors.
First Aiders	GSR 3	A qualified person to address all on site first aid cases.
Machinery Inspector	Section 8(2)	A competent person to supervise machinery.
Lifting machine & equipment inspector	DMR 18	A competent person to inspect lifting machines, equipment & tackle.
Formwork & support work inspector	CR 10	A competent person to inspect formwork & support work.
Excavation Inspector	CR 11	A competent person to inspect excavation work and ensure that approved safe working procedures are followed at all times.
Stacking Supervisor	CR 26	A competent person to supervise all stacking and storage operations.
Explosive powered tools inspector/supervisor	CR 19	A competent person to inspect & clean the tool daily and controlling all operations thereof.
Temporary electrical installations supervisor	CR 22	A competent person to control all temporary electrical installations.

OTHER REQUIREMENTS

Project: _____

ANNEXURE C

The Principal Contractor shall comply but not be limited to the following requirements: report on these to the Client at progress meetings or at least monthly whichever is sooner.

What	When	Output	Accepted by Client & date
Induction training	Every worker before he/she starts work.	Attendance registers	
Awareness Training (Tool Box Talks)	At least weekly	Attendance registers	
Health & Safety Reports	Monthly	Report covering: - Incidents / accidents and investigations - Non conformances by employees & contractors - Internal & External H&S audit reports	
Emergency procedures	Ongoing evaluation of procedure	Table procedure in writing as well as tel. numbers	
Risk assessment	Updated and signed off at least monthly	Documented risk assessment	
Safe work procedures	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (method statements), updated and signed off.	
General Inspections	Weekly & daily	Report OHS Act compliance: - Excavations - Formwork & support work - Explosive tools	
General Inspections	Monthly	- Portable electrical equipment - Lifting equipment/slings	
List of contractors	List to be updated weekly	Table list, number of workers and Company tel. numbers	
Workman's Compensation	Ongoing	Table a list of Contractors' workman's compensation proof of good standing.	
Construction site rules & Section 37.2 Manadatory Agreement	Ongoing	Table a report of all signed up Mandataries.	

ANNEXURE D
Risk Assessment

Project: _____

TASK ORIENTATED RISKS.....

DATE: _____

Rating	Task / situation	Personal protective equipment	Risk to safety	Preventative action	Risk to health	Risk to Environment

EQUIPMENT RISKS

Rating	Activity / Situation	Personal Protective Equipment	Risk to Safety	Preventative Action	Risk to Health	Risk to Environment

PHYSICAL RISKS

Rating	Situation	Personal Protective Equipment	Risk to Safety	Risk to Health	Preventative Action	Risk to Environment

ERGONOMICAL RISKS

Rating	Situation	Personal Protective Equipment	Risk to Safety	Risk to Health	Preventative Action	Risk to Environment

BEHAVIOURAL RISKS

Rating	Situation	Personal Protective Equipment	Risk to Safety	Risk to Health	Preventative Action	Risk to Environment

ANNEXURE E

Acknowledgement of receipt:

I, _____ representing

_____ Principal Contractor /

Contractor / Employer have satisfied myself with the content of the Pre-construction Health and Safety Specification and shall ensure that the Principal Contractor / Contractor and its personnel comply with all obligations / requirements in respect thereof.

Signature of Principal Contractor / Contractor

Date

Signature of Client / Client's Agent

Date

Comments:

C3.7.2 ENVIRONMENTAL MANAGEMENT PLAN

C4: SITE INFORMATION

C4.1: CONDITIONS ON SITE

C4.1 Nature of Ground

No test pit data is available

The Tenderer will be permitted to excavate trial holes in the area of the works at his own expense provided that they are properly safeguarded and reinstated. Should the Tenderer wish to excavate his own trial holes; he shall first ascertain, in conjunction with the Engineer, the position of any underground services, which may exist in the area. The Tenderer shall indemnify the Municipality against the cost of repairing any underground services damaged by the Tenderer or his agents, while carrying out such excavations.

C4.2 Spoil Material

No indiscriminate spoiling of material will be allowed. All unsuitable or surplus material shall be spoiled off site to a spoil site/municipal dump, chosen by the Contractor.

C4.3 Finishing – off the Site

The site shall be finished-off in accordance with the specifications as well as to the requirements of all applicable environmental standards.

C4.4 Existing Services

Although every effort has been made to depict existing services (water mains, electric cables, telephone cables etc.), as accurately as possible on the contract drawings, insofar as they are known, variations do arise and the Contractor shall exercise extreme care when working in the area. Items have been allowed in the Schedule of Quantities for dealing with and protecting services.

The Contractor shall take whatever precautions are required to protect these services from damage during the period of the Contract.

C4.5 Proving of Underground Services

It is stressed that all services in a particular area must be proven before commencing work in that area.

Insofar as bulk earthworks are concerned, where services are indicated on the drawings or where from site observations can reasonably be expected that such services are likely to exist where excavations are to take place, the Contractor shall without instructions from the Engineer carefully excavate by hand to expose and prove their positions.

When a service is not located in its expected position the Contractor shall immediately report such circumstances to the Engineer who will decide what further searching or other necessary action is to be carried out and shall instruct the Contractor accordingly.

Should any service be damaged by the Contractor in carrying out the works, and should it be found that the procedure laid down in this clause has not been followed than all costs in connection with the repair of service will be to the Contractors account.

Proving of services shall be completed at least two weeks in advance of the actual programmed date for commencing work in the area. The position of these services located must be coordinated and leveled by the Contractor, and the information given in writing to the Engineer's representative.

The requirements of this clause do not relieve the Contractor of any obligations as detailed under the General Conditions of Contract or the Special Conditions of Contract.

C4: SITE INFORMATION

C4.2 LOCALITY PLAN

C4.3 CONTRACT NOTICE BOARD

C5 ANNEXURES

C5.1 DRAWINGS

The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work. The drawings may be issued as a separate book of drawings or else bound in as part of this document.

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

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

Drawings issued separately are listed in the Book of Drawings.

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.