



KING CETSHWAYO DISTRICT MUNICIPALITY TENDER DOCUMENT

TENDER REFERENCE: KCDM/WSIG/06/2022

**TENDER FOR THE NKANDLA WEIR REFURBISHMENT: THE CONSTRUCTION RELATED
ACTIVITIES ASSOCIATED WITH THE PROPOSED REFURBISHMENT OF THE NKANDLA
WEIR**

SITE/BRIEFING MEETING:	29 November 2022 @ 10h00
TENDER CLOSING:	23 January 2023 @ 12h00

The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be addressed to the Municipal Manager and submitted in a sealed envelope with the legal name and address of the Tenderer, the Tender No. and tender title as well as the closing date indicated on the envelope. The sealed envelope must be inserted into the Tender Box situated in the foyer of King Cetshwayo House, Corner of Kruger Rand & Barbados Bay Road, CBD, Richards Bay before closing time. If the tender offer is too large to fit into the abovementioned Tender Box or the Box is full, please enquire at the reception counter as to where the SCM (Tender Office) is for alternative instructions. The onus remains with the Tenderer to ensure that the tender is placed in either the Tender Box or as alternatively instructed.

SERVICE PROVIDER'S DETAILS

Name of Service Provider:	
CSD Supplier Number	
Contact Person:	
E-mail Address:	
Telephone Number:	()Code
Fax Number:	()Code
Physical Address:	
Postal Address:	

NOTE:

The Service Provider shall be deemed to have satisfied himself/herself/themselves as to all the conditions and circumstances affecting this tender, including the physical aspects of working areas, and by the submission of a tender, will confirm acceptance of the conditions and circumstances applicable to any subsequent contract.

Enquiries relating to this tender must be directed as indicated below:

Tender Queries:	Technical Queries:
Contact Name: Mr. Z Mkhwanazi	Contact Name: Mr. N Mdamba
Telephone: 035-799 2529	Telephone: 035 – 799 2513

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T1.1 Tender Notice and Invitation to Tender



KING CETSHWAYO DISTRICT MUNICIPALITY TENDER REFERENCE: KCDM/WSIG/06/2022

TENDER FOR NKANDLA WEIR REFURBISHMENT: THE CONSTRUCTION RELATED ACTIVITIES ASSOCIATED WITH THE PROPOSED REFURBISHMENT OF THE NKANDLA WEIR

Interested parties must collect tender documents from the SCM Unit at King Cetshwayo House, Suite No. 8, Corner of Krugerrand & Barbados Bay Road, CBD, Richards Bay (035 799 2500), after a payment of R6621.15 (Incl. VAT) non-refundable, cash or EFT ((First National Bank, King Cetshwayo District Municipality, Acc. 62943444109, Bank code 210554, Ref. Your company name and Tender ref. no.), tender deposit should be paid at the rates hall at of the King Cetshwayo District Municipality or alternatively download & print the bid document from www.etenders.gov.za or www.kingcetshwayo.gov.za

The King Cetshwayo District Municipality will strive to achieve targeted procurement in accordance with Preferential Procurement Policy Framework Act Regulation 2017 in the manner that only tenderers with Level 1 BBBEE are targeted for this tender. The tenderer must also have a CIDB grading of 6CE or Higher. The tender that fails to meet the stipulated criteria will be regarded as nonresponsive.

Any tender submitted by a person(s) who is in the service of the state or if that person(s) is not a natural person, of which any director, manager, principal shareholder, or stakeholder is a person in the service of the state or who is an advisor or consultant contracted with the Municipality shall not be considered in terms of regulation 44 of the Municipal Supply Chain Regulations. National Treasury has introduced the Central Supplier Data Base (CSD), where all suppliers are required to register. For more information, please contact Mr. Z Mkhwanazi on (035) 799 2529 or visit the CSD website at www.csd.gov.za. Only tenderers who are registered with CSD and King Cetshwayo District Municipality Supplier Data base will be considered for this tender.

A compulsory tender briefing meeting will be held on Tuesday, 29 November 2022 at 10h00 at the Nkandla Weir, Water Treatment Works. The GPS coordinates are 28° 32' 59"S; 31° 09' 29"E.

Completed tenders in sealed envelopes bearing the tender number must be deposited in the Municipality's tender box in the foyer of King Cetshwayo House, Corner of Krugerrand & Barbados Bay Road, CBD, Richards Bay on or before 12h00 on Monday, 23 January 2023. Tender documents will be opened in public, and the opening register will be published on KCDM's website.

Tenders received after the due date and time will not be considered. Only locally produced goods or locally manufactured goods, meeting the stipulated minimum threshold for local production and content will be considered. The exchange rate to be used for the calculation of local content (local content and local production are used interchangeably) must be the exchange rate published by the SARB at 12h00 on the date, one week (7 calendar days) prior to the closing date of the bid

Tenders are required to employ Targeted Enterprises on this contract, failure to do so may lead to the tenderer being completely disqualified. The Targeted Enterprises to be utilized should meet the requirements of Preferential Procurement Regulations, 2017 and registered with CIDB with grading of 6 CE, EME or QSE which are at least 51% black owned. At least 30% of contract value (with stipulated exceptions) must be subcontracted to the Targeted Enterprises. The targeted enterprises to be utilized should meet the requirements of Preferential Regulations, 2017 and registered with CIDB with minimum grading of 2CE to 4CE, EME or QSE that is at least 51% Black owned. The objective is to bring about meaningful transformation in the Construction Industry through meaningful economic participation, transfer of technical, management and entrepreneurial skills and creation of sustainable Black Enterprises.

This tender will be evaluated on a **80/20** preferential points system. Should you wish to claim any preference points please ensure that you submit an original or certified copy of your companies' B-BBEE Status level verification certificates with the tender document

Please note that this tender will be evaluated on compliance (returnable and completeness) and functionality. The following criteria in “Functional Evaluation Criteria”, will be applicable for the functionality and compliance and maximum weight of each criterion is indicated in the table below and any tenderer who scores less than 70 percent, in respect of “functionality” will be regarded as submitting a non-responsive tender and will be disqualified. Note that only tenderers who administratively comply (returnable and completeness of document) shall move to functionality stage.

Prospective service providers are required to ensure full completion and correctness of information when responding to MBD 4 and all other required declarations in the document. The municipality reserves the right to validate the correctness of the declarations through various databases inclusive of the Central Supplier Database (CSD). Failure to fully complete and/or provision of incorrect information in the declaration will be regarded by the employer as a non-responsive tender.

Functional Evaluation Criteria:

#	Criteria Description	Weight
1	Service providers must comply with the following pre-requisites:	
a.	Tenderer's experience in similar nature and value (No project will lead to disqualification)	25
b.	Key Personnel: Site Agent / Contracts Manager (No experience or less than 1 year will lead to disqualification)	20
c.	Key Personnel: Foreman (No experience or less than 1 year will lead to disqualification)	20
d.	Construction Programme	15
e.	Quality Assurance / Quality Management System	15
f.	Geographic location of Tenderer	5
	TOTAL	100

It will be the tenderer's responsibility to check the document on receipt for completeness and to notify the employer of any discrepancies or omissions. It is the tenderer's responsibility to provide all the data and information requested in the form required, failure to do so may be regarded by the employer as a nonresponsive tender. Submissions may only be done on documentation supplied by the Municipality.

All communication between the employer and the tenderer shall be in a form that can be read, copied, and recorded. All writing shall be in the English Language. The employer shall not take any responsibility for nonreceipt of communications from a tenderer.

All tender enquiries which are non-technical must be directed to Mr Z Mkhwanazi at Tel. 035-799 2715, Technical queries must be directed to Mr. Nkanyiso Mdamba at Tel. 035 799 2513.

Tenderers who do not hear from the King Cetshwayo Municipality within 90 days of the closing date of the tender should consider their tender unsuccessful. Please note that no tender will be accepted by fax or e-mail.

Mr P. Sibiya
Municipal Manager
King Cetshwayo District Municipality
Private Bag X1025
RICHARDS BAY
3900

T1.2 Tender Data

The Conditions of Tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (2019) (See www.cidb.org.za) which are reproduced without amendment or alteration and are, for the convenience of Tenderers attached as an Annex to this Tender Data.

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

Variations and additions to the Standard Conditions of Tender are indicated at the end of the Tender Data.

Clause Number Tender Data

C.1 The Employer is the King Cetshwayo District Municipality.

C.1.2 The tender documents issued by the employer comprise:

- a) Book 1 (This document)
- b) Book 2 (The drawings)

C.1.4 The employer's agent, for the purposes of any communication between the employer and tenderer, is:

Queries Type	Tender Matters	Technical Matters
Name:	Mr Z Mkhwanazi	Mr. Nkanyiso Mdamba
Postal Address:	Private Bag X1025 Richards Bay 3900	Private Bag X1025 Richards Bay 3900
Physical Address	King Cetshwayo House, Corner Kruger Rand & Barbados Bay Road, Richards Bay CBD	King Cetshwayo House, Corner Kruger Rand & Barbados Bay Road, Richards Bay CBD
Tel /Fax No.:	035 799 2529	035 799 2513
E-mail:	mkhwanaziz@kingcetshwayo.gov.za	mdamban@kingcetshwayo.gov.za

C1.6.2 A competitive negotiation process will not be used.

C1.6.3 A two-envelope procedure will not be used.

C.2.1.1 Eligibility to Tender

Only those tenderers meeting the following criteria are eligible to tender.

- a) Tenderers who have a BBBEE rating of Level 1;
- b) Tenderers who are registered with the CIDB, in an equal or higher than 6 Civil Engineering works (6CE or higher) class of construction work and are registered with the CIDB as having a track record;
- c) Tenderers who meet the minimum score for functionality;
- d) Tenderers who are registered on the National Treasury Central Supplier Database and the KCDM supplier database;
- e) Tenderers who's name and signature appear on the attendance register of the tender briefing meeting;

- f) Tenderers who have not failed to perform on any previous contract and were issued a written notice to this effect;
- g) Tenderers who when completing the Compulsory Enterprise Questionnaire can show that there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the Tender process.
- h) Only those tenderers 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.

C2.2.1 The employer will provide R0.00 compensation.

C.2.7 The arrangements for a clarification meeting are as stated in the Tender Notice and Invitation to Tender.

C.2.11 No correction fluid/ tape should be used on this tender document.

C.2.12.2 If a Tenderer wishes to submit an alternative Tender offer, the only criteria permitted for such alternative Tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative Tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements so as to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative Tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects to the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount Tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

C.2.13.3 Each Tender offer communicated on paper shall be submitted as an original only with zero copies.

C.2.13.4 All forms where a requirement for a signature is indicated are to be signed.

C.2.13.5 & 2.13.7 The employer's address and identification details to be shown on each Tender offer package are:

Identification details:	Reference No. KCDM/WSIG/06/2022
Title of Tender	Tender for NKANDLA WEIR REFURBISHMENT: THE CONSTRUCTION RELATED ACTIVITIES ASSOCIATED WITH THE PROPOSED REFURBISHMENT OF THE NKANDLA WEIR
Closing Date	As per Tender Notice
Time	As per Tender Notice
Employers Address:	Private Bag X1025, Richards Bay, 3900

C.2.13.9 Telephonic, telegraphic, telex, facsimile or e-mailed Tender offers will not be accepted.

C2.15.1 The closing time is as stated in the Tender Notice and Invitation to Tender.

C2.15.1 The address for receipt of the tender document is:

The tender box in the foyer of the offices of the King Cetshwayo District Municipality, Corner of Krugerrand & Barbados Bay Road, CBD, Richards Bay C.2.16 The Tender offer validity period is 90 days.

C.2.18 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 requirements.

C.2.19 Should it be necessary in the course of an inspection, test or analysis for whatever reason that an official of the Employer or the Employers Agent should need to proceed to other centres for inspection, test or analysis purposes, such costs shall be for the account of the Tenderer.

C.2.23 The tenderer must submit to the Employer the details as requested in the various returnable schedules.

C.3.4 Tenders will be opened immediately after the closing time for Tenders at a venue to be announced at the tender box immediately after the closing time for Tenders.

C.3.11.1 The procedure for the evaluation of responsive Tenders is as per the Preferential Procurement Regulations, 2017.

With reference to the clauses in the regulation:

5.(1) the tender will be evaluated on functionality.

5.(3)(a)&(b) The evaluation criteria for measuring functionality and the points for each criteria is given the Functionality Criteria Table.

5.(3)(c) the minimum qualifying score for functionality for a tender to be considered further is 70%

The information provided by the tenderer in the returnable documents will be used in the evaluation process.

Table 1 Functionality Criteria Table

NO.	CRITERIA	POINTS	RETURN-ABLE SCHEDULE	WEIGHT
1.	Tenderer's Experience: Successful completion of similar projects (in nature and value) in the last ten (10) years	<ul style="list-style-type: none"> No Project (0) 1 project (5) 2 projects (10) 3 projects (15) 4 projects (20) 5 projects and above (25) 	RS011	25
2.	Key Personnel: Site Agent/ Contracts Manager qualifications and experience.	Qualification required is 3yr Degree / N. Diploma in Civil Engineering and LIC NQF 5 <ul style="list-style-type: none"> No qualification and LIC NQF 5 or less than 1-year experience (0) Qualified with less 1- 2 years' relevant experience in the position (7) Qualified with more than 2-5 years' relevant experience in the position (14) Qualified with more than 5 years' relevant experience in the position (20) 	RS012	20
3.	Key Personnel: Foreman qualification and experience	Qualification required is LIC NQF 4 and Matric/N3 <ul style="list-style-type: none"> No qualification and LIC NQF 4 or less than 1-year experience (0) 1-2 years' relevant experience in the position (4) More than 2 - 4 years of relevant experience in the position (8) More than 4 years - 6 years' relevant experience in the position (12) More than 6 years - 8 years' relevant experience in the position (16) More than 8 years' relevant experience in the position (20) 	RS012	20

4.	Preliminary Construction Programme: Detail to which works items are planned.	<ul style="list-style-type: none"> • No programme (0) • Poor (only major work items shown) (5) • Adequate (all necessary work items shown) (10) • Excellent (all necessary work items shown including links between tasks) (15) 	RS017	15
5.	Quality Management System	<ul style="list-style-type: none"> • Nothing submitted • Poor Quality Management system (4) • Detailed company quality management program attached (8) • ISO 9001: 2015 certified (15) 	RS019	15
6.	Geographic Location: Locality of the Tenderer	<ul style="list-style-type: none"> • Outside KZN (1) • Inside KZN (3) • Inside the King Cetshwayo District Municipality (5) 	RS007	5

C.3.17 The number of paper copies of the signed contract to be provided by the employer is: One.

Variations and Additions to the Standard Conditions of Tender

1 Variation of Clause C.2.14

Replace Clause C2.14 with the following

“C.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, shall be regarded by the employer as non-responsive. This would include, but not be limited to, aspects such as letters not signed or certification not provided where certification is requested.”

2 Add New Clause C.2.24

“C.2.24 Verification of Information

Accept and agree that the Employer may verify the validity and correctness of any data provided by the tenderer through direct contact with the source of such data. Which would include, but not be limited to banking institutions, SARS, the Central Supplier Database, CIPRO, references, key personnel, etc.”

T1.3 Standard Conditions of Tender

The CIDB Standard for Uniformity 2019: Annex C Standard Conditions of Tender is reproduced here for convenience. The original can be accessed as published in Board Notice 423 of 2019 in Government Gazette 42622 of 8 August 2019.

Annex C Standard Conditions of Tender

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender. C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures**C.1.6.1 General**

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

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

C.1.6.3 Proposal procedure using the two stage-system**C.1.6.3.1 Option 1**

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations**C.2.1 Eligibility**

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

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.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.

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.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.

C.2.10 Pricing the tender offer

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

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.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.

C.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.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

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

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

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

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

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

- C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.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.
- C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

- C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

- C.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.
- C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
- C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

C.2.18 Provide other material

- C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing

arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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.

C.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.

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.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.

C.3.4 Opening of tender submissions

C.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.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

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

C.3.5 Two-envelope system

C.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.

C.3.5.2 Evaluate functionality 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 functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

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

C.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.

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

C.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.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project. Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.
----------------	--

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of: a) addenda issued during the tender period,

- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

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

T2.1 List of Returnable Documents

The Tenderer must complete and /or sign the following Returnable Documents:

		Completed
1	Returnable Schedules –Evaluation Documents	
RS001	Record of Addenda to Tender Documents	
RS002	Compulsory Enterprise Questionnaire	
RS003	Site Inspection Certificate	
RS004	Contractor Registration with Construction Industry Development Board	
RS005	Workmen's Compensation Letter of Good Standing	
RS006	Performance Security	
RS007	Municipal Account Statement	
RS008	Preferential Procurement	
RS009	Certificate of Authority for Signatory	
RS010	Schedule of Plant and Equipment	
RS011	Tenderer's Experience	
RS012	Key Personnel	
RS013	Proposed Amendments and Qualifications	
RS014	Declaration of Tenderer's Past Supply Chain Management Practices	
RS015	Declaration of Interest	
RS016	Certificate of Independent Tender Determination	
RS017	Preliminary Programme	
RS018	Declaration of competency on Health and Safety Requirements	
RS019	Quality Assurance and Environmental Management	
RS020	Declaration certificate for Local Production and Content for Designated Sectors (MBD 6.2)	
RS021	Annual Financial Statement	
RS022	Proposed Targeted Enterprises	
RS023	Tenderer's Participation in Job Creation Using Local Labour	
2	The Offer of the C1.1 Offer and Acceptance	
3	C1.2 Contract Data (Part 2)	
4	C2.2 Bill of Quantities	

.....
Signature

.....
Date

T2.2 Returnable Schedules to be completed by Tenderer

Record of Addenda to Tender Documents

RS001

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Compulsory Enterprise Questionnaire**RS002**

As Per Annex G of CIDB Standard for Uniformity 2019

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: CSD number:****Section 5: Particulars of sole proprietors and partners in partnerships:**

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 7: MBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**Section 8: MBD6-1 and 6-2 issued by National Treasury must be completed for each tender and be attached as a tender requirement.****Section 9: MBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.****Section 10: MBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

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

- i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order; ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; 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.

Signed		Date	
Name		Position	
Enterprise name			

Site Inspection Certificate**RS003**

Site Inspection Certificates are signed and handed out by the Engineer at the Tender Site Inspection.

ATTACH YOUR SIGNED ORIGINAL SITE INSPECTION CERTIFICATE TO THIS PAGE

Failure to do so may lead to your Tender being disqualified.

Contractor Registration with Construction Industry Development Board**RS004**

The CIDB registration details are as follows:

Name of entity registered with CIDB:

Registration CRS number:

Registration category and class:

Failure to do so may lead to disqualification.

Workmen's Compensation Letter of Good Standing**RS005**

PAGE TO WHICH A VALID NUMBERED CERTIFICATE OF THE WORKMEN'S COMPENSATION COMMISSIONER LETTER OF GOOD STANDING MUST BE ATTACHED.

Please provide a valid certificate number of the Workmen's Compensation if registered with the department of labour, or attach valid original (or valid certified copy) of the Workmen's Compensation commissioner letter of good standing from applicable agencies e.g, FEM, RAM etc, if not registered with the department of labour.

Workmen's Compensation registration number: _____

Workmen's Compensation certificate number: _____

OR

In the case where it is not possible for an applicant to obtain the above letter of good standing from the Workmen's Compensation Commissioner, an affidavit is to be submitted advising that the business has registered with the Workmen's Compensation Commissioner.

OR

In the case where a business does not employ any employees an affidavit together with a letter from the Workmen's Compensation Commissioner addressed to the business, confirming that registration is not required, must be submitted.

Failure to do so may lead to your tender being disqualified.

Performance Security**RS006**

The tenderer is to issue a performance guarantee equal in value to 10 (ten)% of the tendered amount excluding VAT, such performance guarantee must be one of the options indicated on the table below. For the purposes of GCC2015 Clause 6.2 the selection below will be Contract Data provided by the Contractor.

Type of Security	Contractor's choice (Indicate "Yes" or "No")
<p><u>Cash deposit of 10% of the Contract Sum</u></p> <p>Attach a letter from the bank confirming availability of funds equivalent to 10 (ten) % of the tendered amount exclusive of VAT.</p>	
<p><u>Fixed Performance Guarantee of 10% of the Contract Sum</u></p> <p>Attach a letter of undertaking from a recognized financial institution, confirming the issuing of a performance guarantee equal to in value to 10 (ten) % of the tendered amount exclusive of VAT.</p> <p>The letter of undertaking will not oblige the financial institution to issue a performance guarantee, but merely serves as an indication of the tenderer's ability to obtain a performance guarantee</p> <p>The performance guarantee is to be issued by a Bank registered in terms of the Banking Act (94 of 1990).</p>	
<p><u>Retention of 10% of the Works</u></p> <p>Attach to this document a letter from the director/s giving the Employer consent to deduct 10 (ten) % retention from each progress payment due to the contractor until a limit of 10 (ten) % is reached.</p>	
<p><u>Cash deposit of 5% of the Contract Sum plus retention of 5% of the value of the Works</u></p> <ul style="list-style-type: none"> • Attach a letter from the bank confirming availability of funds equivalent to 5 (five) % of the tendered amount exclusive of VAT. • Attach a letter from the director/s giving the Employer consent to deduct 10 (ten) % retention from each progress payment due to the contractor until a limit of 5 (five) % is reached. 	

Fixed Performance Guarantee of 5% of the Contract Sum plus retention of 5% of the value of the Works

- Attach a letter of undertaking from a recognized financial institution, confirming the issuing of a performance guarantee equal to in value to 5 (five) % of the tendered amount exclusive of VAT.

The letter of undertaking will not oblige the financial institution to issue a performance guarantee, but merely serves as an indication of the tenderer's ability to obtain a performance guarantee

The performance guarantee is to be issued by a Bank registered in terms of the Banking Act (94 of 1990)
- Attach a letter from the directors giving the Employer consent to deduct 10 (ten) % retention from each progress payment due to the contractor until a limit of 5 (five) % is reached.

Failure to do so may lead to your Tender being disqualified.

RS006-2 – Bank Rating

TENDERER'S FINANCIAL STANDING AND STABILITY

- a In terms of the Standard Conditions of Tender, the Tenderer shall provide information about its commercial position, which includes information necessary for the Employer to evaluate the Tenderer's financial standing.
- b A third party credit bureau check will be used to determine the credit worthiness of the Tenderer.
- c The financial standing of the Tenderer will be assessed by third party credit checks on the main contractor
- d An analysis of the Tenderer financial standing will be conducted by third party for the purposes of establishing the Tenderers financial viability and ability to meet all of its contractual obligations for the duration of the contract, should the Tenderer be awarded the contract.
- e Tenders that do not meet King Cetshwayo District Municipality's financial requirements as per third party assessment, will be disqualified from further assessment.

The financial standing of the Tenderer will be assessed by evaluating the bank rating codes in order to carry out the financial risk analysis on the Tenderer. This is done as to establish the Tenderers financial viability and ability to meet all of its contractual obligation for the duration of the contract should the tenderer be awarded the contract.

Attach bank Rating with bank code A-C

	BANK CODE	DESCRIPTION OF BANK CODE
1.	A	Undoubted for the amount of enquiry
2.	B	Good for the amount of enquiry
3.	C	Good for the amount quoted if strictly in the way of business
4.	D	Fair Trade risk for amount of enquiry
5.	E	Figures considered too high
6.	F	Financial position unknown
7.	G	Occasional dishonours
8.	H	Frequent dishonours

Failure to do so may lead to your Tender being disqualified.

Municipal Account Statement**RS007****Confirmation of Good Standing with Regard to Municipal Accounts**

PAGE TO WHICH ANY OF THE FOLLOWING MUST BE ATTACHED

IN THE CASE WHERE:**Please the srelevantate select****A. TENDERER AS LANDOWNER FOR PURPOSE OF CONDUCTING BUSINESS FROM PREMISES****option by****ticking below**

- A.1 In the case where the tenderer owns the property from which the tenderer's business operates from, an original or certified copy of the tenderer's business municipal account (not older than 3 months) indicating the status of payment of all ☐ municipal rates and taxes i.e. property rates, electricity, water, refuse & sewer from the Municipality in which jurisdiction the said property is situated, must be submitted..

OR

- A.2 In the instance where the tender occupies Tribal land an original/certified affidavit from commissioner of oaths, confirming that the tenderer is residing in the area where no municipal accounts are billed. If the property rates, electricity, water, ☐ refuse is charged by the municipality, the original or certified copy of the statement not older than three (3) months in the name of the service provider or any of its directors must be attached.

NB: Should there be separate tax invoices from the municipality for property rates and services (taxes), you are required to submit the most recent of each of these invoices.

OR**B. TENDERER IS THE TENANT FOR PURPOSE OF CONDUCTING ITS BUSINESS FROM PREMISES**

- B.1 In the case where the tenderer does not own property and is a tenant for the purpose of its business establishment, the tenderer to provide an original or certified copy of a certificate from its landlord certifying that all the tenants payments in respect of all municipal rates and taxes i.e. property rates, electricity, water, refuse & sewer are paid up to date, or ☐

- B.2 In the case where the tenderer as tenant is responsible for its own municipal accounts with the municipality then tenderer must attach the letter from the landlord certifying the above together with original or certified copies of all most recent relevant municipal invoices i.e. property rates, electricity, water refuse & sewer.. ☐

- B.3 In the case where the tenderer operates in the property owned by relative and does not pay rent or rates, an affidavit from the relative confirming such must be attached. Also the up to date original or certified copy municipal rates statement of the relative must be attached or letter from the councillor in case of the ☐ Traditional Authority

- B.4 In case where the potential service provider is under incubation programme an original or certified copy of the letter from the incubator confirming that the service provider is using their facilities (property). The incubator is to provide their original or certified copy of rates account or letter from the landlord.

Failure to do so may lead to your tender being disqualified.**Preferential Procurement****RS008**

(MBD 6.1)

THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2 The 80/20 preference point system will apply, and the lowest acceptable tender will be used to determine the applicable preference point system on this tender.

1.3 Preference points for this bid shall be awarded for:

Price; and

B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

	POINTS	
	80/20 system	90/10 system
PRICE	80	90
B-BBEE STATUS LEVEL OF CONTRIBUTION	20	10
Total points for Price and B-BBEE must not exceed	100	100

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

“all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

“B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad- Based Black Economic Empowerment Act;

“B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

“bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

“Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;

“comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

“consortium or joint venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

“contract” means the agreement that results from the acceptance of a bid by an organ of state;

“EME” means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

“Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

“functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

“non-firm prices” means all prices other than “firm” prices;

“person” includes a juristic person;

“QSE” means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

“rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

“sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

“total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of Section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

“trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

“trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

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

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

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

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

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

4. POINTS AWARDED FOR PRICE

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

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

80/20

90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

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

5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

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

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

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

5.5 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.6 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 30% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.7 A person awarded a contract may not sub-contract more than 30% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

If yes, indicate:

What percentage of the contract will be subcontracted? %

The name of the sub-contractor

The B-BBEE status level of the sub-contractor

Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

Tick applicable EME or QSE classification of the party named in (ii)

0 an EME or QSE;

- ☐ an EME or QSE which is at least 51% owned by black people;
- ☐ an EME or QSE which is at least 51% owned by black people who are youth;
- ☐ an EME or QSE which is at least 51% owned by black people who are women
- ☐ an EME or QSE which is at least 51% owned by black people with disabilities;
- ☐ an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- ☐ a cooperative which is at least 51% owned by black people;
- ☐ an EME or QSE which is at least 51% owned by black people who are military veterans;

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:

9.2 VAT registration number:

9.3 Company registration number:

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business / sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

9.8 Total number of years the company/firm has been in business:

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

The information furnished is true and correct;

The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have:

- a. disqualify the person from the bidding 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. restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

WITNESSES

1.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

2.

ADDRESS:

.....
.....

Please attach, to this page, an original or certified copy of the valid B-BBEE status level verification certificate, issued by either:

A Verification Agency that was accredited by the South African National Accreditation System (SANAS).

Sworn Affidavit from DTI website in case of EME or QSE.

FAILURE TO COMPLETE AND ATTACH THE CERTIFICATE MAY LEAD TO DISQUALIFICATION

Certificate of Authority for Signatory

RS009

This Returnable Schedule is to be completed by companies and close corporations.

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 or may attach the original or certified board resolution stating the nominated member. **Failure to do so may lead to your Tender being disqualified.**

A Company	B Joint Venture	C Close Corporation

A. CERTIFICATE FOR COMPANY

I,, managing director of the board of directors of

....., hereby confirm that by resolution of the board

taken on 20, Mr/Ms, has been duly authorized to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witnesses:-

1.
..... Managing director

2.
..... Date

B. 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 and any contract resulting from it on our behalf.

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

C. CERTIFICATE FOR CLOSE CORPORATION

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

..... hereby authorize Mr/Ms
..... to sign all documents in connection with the tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

TYPE OF construction Equipment CATEGORY 1 – Heavy Equipment	MAKE & DESCRIPTION / CAPACITY	NUMBER	
		Owned	Hired
EXCAVATOR			
COMPACTOR			
TLB			
TIPPER TRUCK			
CATEGORY 2 – Smalls		Owned	Hired
Walk behind roller 600			
Wacker type impact compactor			
18kg electrical breakers			

TENDER

Part T2: Returnable Documents

Tenderer's Experience**RS011****LIST OF SIMILAR PROJECTS SUCCESSFULLY COMPLETED OVER THE PAST 10 YEARS**

1. Tenderers must take care to provide accurate information in this return. Incorrect contact details of references listed may have a negative impact on scoring.
2. Table RS011.1.1 is a statement of similar work successfully executed by the Tenderer. If the space provided is insufficient, add more projects on a separate sheet by photocopying this template.
3. The Tenderer must indicate the numerical list number out of a given total number of lists submitted on the right top corner of each list.
4. The Tenderer should also indicate duration of each project in weeks as this will be used to calculate the number of years of relevant experience.
5. Tenderers are to also attach completion certificates or reference letter from the client/clients agent for the completed projects.

Table RS011.1.1: List of similar Projects carried out over the past 10 years

Sheet ... of ...

Employer:	Contact person (Employer's Agent)	Description of contract (name of project)	Project Value (incl. VAT)	Completion Date	Duration (weeks)
1. Employer's name:	Consultant's name:				
Contact:	Contact:				
Tel:	Tel:				
Cell:	Cell:				
Fax:	Fax:				
2. Employer's name:	Consultant's name:				
Contact:	Contact:				
Tel:	Tel:				
Cell:	Cell:				
Fax:	Fax:				
3. Employer's name:	Consultant's name:				
Contact:	Contact:				
Tel:	Tel:				
Cell:	Cell:				
Fax:	Fax:				
4. Employer's name:	Consultant's name:				
Contact:	Contact:				
Tel:	Tel:				
Cell:	Cell:				
Fax:	Fax:				
5. Employer's name:	Consultant's name:				
Contact:	Contact:				
Tel:	Tel:				
Cell:	Cell:				
Fax:	Fax:				
Total duration in number of weeks (for official use only)					

.....
Signature

.....
Date

Key Personnel**RS012****RS012-1 – List of Key Personnel Assigned to the Contract**

- 1) Provide relevant information as prescribed below for the following Key Persons proposed in the tender to fulfil the following positions:
- 2) Attach a proposed organogram to this page.
- 3) Should at the time of award alternate key personnel be appointed to this contract they are to have similar or better qualifications and experience.

Table RS012.1.1: List of personnel to be assigned to this project

Name	ID No.	Current Position	No. of Years Employed	Qualifications / Experience
CATEGORY 1 – CONTRACTS MANAGER / SITE AGENT (LIC NQF 5)				
CATEGORY 2 – FOREMAN (LIC NQF 4)				
CATEGORY 3 – HEALTH AND SAFETY STAFF (SAMTRAC NQF 5)				
CATEGORY 4 – ANY OTHER LIC NQF 5 SUPERVISORS				

.....
Signature.....
Date

RS012-2 – Curriculum Vitae of Key Personnel

Contractors shall employ in labour-intensive works only those supervisory and management staff that have completed the required Skills Programme in terms of Appendix C of the “Guidelines for the implementation of labour intensive infrastructure projects under the Expanded Public Works Programme (EPWP) Third Edition 2015”:

The following levels of qualification is particularly required:

- Foremen / Supervisors: N3/Metric and "Manage Labour-Intensive Construction Processes" at NQF level 4;
- Site Agent / Construction Manager: National Diploma or 3-year Degree in Civil Engineering and NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent Quality Council for Trades and Occupations (QCTO) qualifications at NQF level 5 or 7.
- Health and Safety staff at NQF level 5 “Samtrac”

CURRICULUM VITAE OF KEY PERSONNEL

Curriculum Vitae of key personnel to be attached to this page for whom functionality points are sought:

- Contracts Manager
- Site Agent
- Foreman

and

QUALIFICATIONS OF KEY PERSONNEL – LABOUR INTENSIVE ACTIVITIES

Relevant qualification certificates to be attached to this page for each person possessing the required qualifications in the supervision or management of LIC projects:

- Site Agent
- Foreman

Proposed Amendments and Qualifications**RS013**

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

The Tenderer's attention is drawn to Clause C.3.3 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

These amendments and qualifications, if accepted by the Employer, will be incorporated in the Acceptance Form as Deviations.

Page	Clause or item	Proposal

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the Tenderer, confirms that the contents of this schedule are within his / her personal knowledge and are to the best of his / her belief both true and correct.

.....
Signature

.....
Date

Declaration of Tenderer's Past Supply Chain Management Practices RS014

(MBD8) 1 This Municipal Tendering Document must form part of all Tenders 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 Tender of any Tenderer may be rejected if that Tenderer, 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. wilfully 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 Tender.

Item	Question	Yes	No
4.1	Is the Tenderer 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).		
4.1.1	If so, furnish particulars:		
4.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (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).		
4.2.1	If so, furnish particulars:		
4.3	Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?		
4.3.1	If so, furnish particulars:		
4.4	Does the Tenderer 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?		
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the Tenderer 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?		

4.5.1	If so, furnish particulars:
-------	-----------------------------

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

Declaration of Interest**RS015**

MDB4

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.
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

.....

.....

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

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

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

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Tenderer

Certificate of Independent Tender Determination

RS016

I, the undersigned, in submitting the accompanying tender:

KCDM/WSIG/06/2022 NKANDLA WEIR REFURBISHMENT: THE CONSTRUCTION RELATED ACTIVITIES
ASSOCIATED WITH THE PROPOSED REFURBISHMENT OF THE NKANDLA WEIR

(Tender number and description)

In response to the invitation for the tender made by:

King Cetshwayo District Municipality

(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 Tenderer)

1. I have read and I understand the contents of the certificate;
2. I understand that the accompanying tender will be disqualified if this certificate is found not to be true and complete in every respect;
3. I am authorized by the tenderer to sign this certificate, and to submit the accompanying tender, on behalf of the tenderer;
4. each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of and to sign the tender. On behalf of the tenderer;
5. for the purposes of this certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) Has been requested to submit a tender in response to this tender invitation;
 - (b) Could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium¹ will not be construed as collusive tendering.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement 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 tender;
 - (e) The submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) Tendering with the intention not to win the tender.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tendre opening or of the awarding of the contract.
10. Joint venture or consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
11. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the prevention and combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

¹ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

Preliminary Programme**RS017**

The tenderer shall outline in the table below or attached his proposed programme for the completion of the Works to conform with the requirements set out in the conditions of contract.

The tenderer shall take note of the Scope of Works Clause 5.2.7 items a. and b. regarding the requirements for programmes.

The successful Tenderer shall use the programme submitted below or attached as the basis for the detailed programme required in terms of the conditions of contract.

ACTIVITY NO.	DESCRIPTION OF WORK	ENVISAGED DURATION	STARTING WEEK	FINISHING

[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 indicated as such as per C2.12 of the Conditions of Tender]

Declaration of Competency on Health and Safety Requirements	RS018
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Tenderer to provide a declaration on his competencies in establishing and maintaining a Health and Safety plan as required in terms of the Construction Regulations of 2014.

In order to demonstrate these competencies, the Tenderer is to provide with his tender (and attached to this page as a separate document) brief statements as to a safety plan and how the safety management systems will work and what control procedures they plan on using to ensure safety on the construction site.

The following generic aspects should be covered in the safety plan:

- What administrative procedures the Contractor envisage using in the implementation and maintenance of the safety plan with reference to the construction site.
- How continuous assessment of the safety plan will be assessed and implemented with respect to construction site.
- What control systems the Contractor envisage to implement on site to support his safety program.
- How the Contractor will ensure that he adheres to the construction regulations in respect of competent persons for appointments.
- What external resources the Contractor envisage on using to ensure successful implementation and sustainability of the safety plan.
- What training to employees the Contractor envisages and how he would go about to execute it.
- How Covid 19 is going to be handled on site.
- The Contractor should indicate which competent (as described in the OHS Act) persons he currently has in his employ or he plans on employing and **attach** abbreviated Curriculum Vitaes of these persons.

DECLARATION BY TENDERER:

It is confirmed that an outline of the Health and Safety plan is attached hereto. We further declare that we have the competence and necessary resources to carry out work safely in compliance with the Construction Regulations 2014 and that an approved Health and Safety Plan will be submitted prior to commencing with this contract.

.....
Signature

.....
Date

Quality Assurance and Environmental Management**RS019**

1. Quality assurance systems employed by the Tenderer in his office in order to ensure compliance with stated employer's requirements ISO 9001 Certification: Tenderers who are certified as being compliant to the International Organisation for Standardisation's ISO 9001 quality management standard, will score higher in the functionality. Proof of certification or application with evidence of previously started process must be attached in order to qualify for functionality points. The extent of the use of this system must be attached in order to qualify for higher scores.
2. Tenderers who are following a quality management standard as set out by CESA/SABTACO will be deemed to be adequate if they indicate the extent of the use of this system which must be attached in order to qualify for satisfactory score.
3. Proof of certification of the tendering entity and its sub-contractor(s) or JV partner(s) must be submitted with the tender.
4. Note: Where the entity Tendering is a joint venture, provided one of these parties is ISO 9001 certified, and it has been indicated on the work plan submitted that the party will take responsibility for quality management.
5. Does the Tenderer have a Quality Management system which is certified in terms of ISO 9001
6. If "yes", Tenderer to supply brief summary of structure of system

YES	NO
-----	----

.....

.....

.....

.....

.....

7. If "no", does the Tenderer intend to apply for certification?

YES	NO
-----	----

By when? (Date), or

8. If "no", does the Tenderer have its own systems

YES	NO
-----	----

9. If "yes", please supply details of the system

.....

.....

.....

.....

.....

10. Does the Tenderer have an Environmental Management system which is certified in terms of ISO 14 000

YES	NO
-----	----

11. Tenderer to supply brief summary of structure of system:

.....

.....

.....

12. If “no”, does the Tenderer intend to apply for certification?

YES	NO
-----	----

By when? (Date) ,or

13. If “no”, does the Tenderer have its own systems

YES	NO
-----	----

14. If “yes”, please supply details of the system

.....

.....

.....

15. If the Tenderer does not intend to apply for certification it shall submit details of the quality / environmental management system presently in place.

16. The Tenderer shall insert here a copy of the company's quality assurance plan, control procedures and the relevant documentation supporting its commitment to environmental management. In the event of these documents being too extensive to be included in the procurement document, an abbreviated version of the master document will be included, referring to the master document.

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

Declaration Certificate for Local Production and Content for Designated Sectors

RS020

(MBD6.2)

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

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of tenders local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage tendering process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the tender price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows: $LC = [1 - x / y] * 100$ Where x is the imported content in Rand y is the bid price in Rand excluding value added tax (VAT)

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

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

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

2. Definitions

- 2.1. "Tender" includes written price quotations, advertised competitive bids or proposals;
- 2.2. "Tender price" price offered by the tenderer, excluding value added tax (VAT);
- 2.3. "Contract" means the agreement that results from the acceptance of a tender by an organ of state;
- 2.4. "Designated sector" means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. "Duly sign" means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. "Imported content" means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. "Local content" means that portion of the tender price which is not included in the imported content, provided that local manufacture does take place;

- 2.8. "Stipulated minimum threshold" means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. "Sub-contract" means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

Description of services, works or goods

Dowels	100%
Reinforcement	100%
Gate Valves	100%
Steel Pipe	100%
Steel Ladders	100%

4. Does any portion of the services, works or goods offered have any imported content? (Tick applicable box)

☐ YES

☐ NO

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

The relevant rates of exchange information is accessible on www.reservebank.co.za

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

6. Where, after the award of a tender, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF TENDER NO. KCDM/WSIG/06/2022

ISSUED BY: King Cetshwayo District Municipality

NB

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

I, the undersigned, (full names), do hereby declare, in my capacity as

..... of (name of bidder entity), the following:

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

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the tender is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

.....
Signature

.....
Date

.....
Witness 1

.....
Date

.....
Witness 2

.....
Date

See Annexure C

Annexure C(a)

SATS 1286: 2011

LOCAL CONTENT DECLARATION - SUMMARY SCHEDULE

(C1)	Tender No.	KCDM/WSIG/06/2022										
(C2)	Tender Description:	NKANDLA WEIR REFURBISHMENT: THE CONSTRUCTION RELATED ACTIVITIES ASSOCIATED WITH THE PROPOSED REFURBISHMENT OF THE NKANDLA WEIR										
(C3)	Designated Product(s)	Steel reinforcing, pipes and Ladders										
(C4)	Tender Authority	King Cetshwayo District Municipality										
(C6)	Tender Exchange Rate	USD		EURO		GBP		Other				
(C7)	Special Local Content %											<u>Note:</u> VAT to be excluded from all calculations

		Calculation of local content						Tender summary			
Tender Item No's	List of Items	Tender price - each	Exempted imported value	Tender value net of exempted imported content	Imported Value	Local Value (Per Item)	Local Content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
	Grouting										
4.5.2	(a) Y25 Bars; 3,3 m lengths; Lockset S40 Grout										
4.5.3	(b) Y25 Bars; 1,3 m lengths; Lockset S40 Grout										
	Reinforcement										
6.2.4	14 mm and under										
6..2.5	16mm and over										
	Steel Valves										

7.2.1	(a) 900mm diameter waterworks gate valve with handwheel										
-------	---	--	--	--	--	--	--	--	--	--	--

		Calculation of local content						Tender summary			
Tender Item No's	List of Items	Tender price - each	Exempted imported value	Tender value net of exempted imported content	Imported Value	Local Value (Per Item)	Local Content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
7.2.2	(b) 1200mm diameter waterworks gate valve with handwheel										
7.2.3	(c) 2000mm diameter waterworks gate valve with handwheel refurbishment										
7.2.4	(d) 300mm dia x 18000mm long FL/PE steel pipe protection from erosion										
	Ladders										
7.3.1	a) 2000mm dia sluice										

Expand the section above over multiple pages if required.

(C20) Total Tender Value

(C21) Total Exempt imported content

Tenderer to add more items should they wish to claim more local content. Attach any additional sheets to this page. (C22) Total Tender value net of exempt imported content

NOTE: Editable Excel versions of this annex is available on the DTI Website with guidance on how to complete the form.

(C23) Total imported content		
(C24) Total local content		
(C25) Average local content % of tender		

NOTE: Editable Excel versions of this annex is available on the DTI Website

with guidance on how to complete the form.

This form does not have to be submitted with the tender.

SATS 1286.2011

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R 0

(E10)	Manpower costs (Tenderer's manpower cost)	R 0
(E11)	Factory overheads (Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
(E12)	Administration overheads and mark-up (Marketing, insurance, financing, interest etc.)	R 0
(E13) Total local content		R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

NOTE: Editable Excel versions of this annex is available on the DTI Website with guidance on how to complete the form.

This form does not have to be submitted with the tender

Annual Financial Statement**RS021**

PAGE TO WHICH AN ANNUAL FINANCIAL STATEMENT MUST BE ATTACHED (FOR A PERIOD OF 3YEARS)

The AFS must be in accordance to the nature of the business, whether they must be audited or not audited statement.
(E.g. Pty companies: Need to be audited and Close Cooperation: do not need to be audited).

FAILURE TO DO SO MAY LEAD TO DISQUALIFICATION

Proposed Targeted Enterprises**RS022**

RS022 must be completed in full, failure to do so may lead to disqualification

RS022.1 PROPOSED TARGETED ENTERPRISES

Tenders are required to employ Targeted Enterprises on this contract; failure to do so shall lead to tenderer being completely disqualified. The Targeted Enterprises to be utilized should meet the requirements of Preferential Procurement Regulations, 2017 and registered with CIDB with minimum grading of 2 CE to 4 CE, EME or QSE that is at least 51% Black owned. At least 30% of contract value less items listed in RS022.3 must be subcontracted to the Targeted Enterprises. The objective is to bring about meaningful transformation in the Construction Industry through the following:

- Meaningful economic participation
- Transfer of technical, management and entrepreneurial skills
- Creation of sustainable Black Enterprises

	Proposed extent of works to be allocated to subcontractor	Include value of works allocated to sub- contractor	CIDB Grading
1.			
2.			
3.			
4.			
5.			
	SUB TOTAL		
	ADD P&G		
	TOTAL SUB-CONTRACTING VALUE		

The Targeted Enterprise ratio will be calculated based on the tendered sum of the works less the VAT, Contingencies, Deductible Materials and CPA.

King Cetshwayo District Municipality will make available the list of all contractors registered on CSD database comprising of contractors from King Cetshwayo District Municipality jurisdiction, to provide the required goods and services of the applicable designated groups. Each supplier shall be expected to be eligible or qualify to upgrade to the next CIDB grading at the completion of the identified scope of works.

.....
Signature

.....
Date

RS022.2 ADEQUACY AND QUALITY OF MENTORSHIP AND SKILLS TRANSFER PROGRAMME

1. Tenderers are required to employ designated Subcontractors on this contract with the targeted enterprise(s). The designated sub-contractors to be utilized should be black owned business and registered with CIDB with minimum grading of 2CE to 4CE.
2. A contract Participation Goal of at least 30% for subcontracting to these designated subcontractors has to be achieved by the Tenderer. The objective is to bring about meaningful transformation in the construction industry through the following:
 - Meaningful economic participation
 - Transfer of technical, management and entrepreneurial skills
 - Creation of sustainable Black Enterprises
3. In pursuance of the above objectives, the Tenderer has to develop a mentoring and skills transfer programme which is a practical training programme for targeted black owned SMME construction companies preferably located in King Cetshwayo District Municipality.
4. The mentorship programme must clearly specify the role of the targeted enterprise(s) showing the areas of development in relation to the work packages assigned to the targeted enterprise(s)
5. The on-job training is to be organized and managed by the Developed Enterprise; in contracts awarded and managed by KCDM, but works are executed with the guidance and assistance of experienced Main Contractors at the tendering, mobilization, construction and completion phases.
6. Depending on the nature of contract, the training programme should among other things cover areas such as: understanding Technical Specifications; Standard Specifications; Interpretation of Technical Drawings; Tendering Procedures; Pricing and Unit Rates Build-up; Construction of Civil Works in the Water Industry: Reinforcement, Formwork and False-work; Clearing and Site Establishment; Site Organization and Administration; Surveying and Setting Out; Project Planning and Work Programming/ Scheduling; Contract Supervision and Administration; Environmental Issues; Financial Planning; Project Cost Control; Cash Flow Management; Measurement of Works and Pricing; Preparation of Payment Certificates; Preparation of Claims and Claims Management; Procurement of Equipment and Materials; Personnel Management; Accident and Safety Precaution; Communication. This is just a guide for the design of the mentorship programme.
7. The mentoring and skills transfer programme must indicate what evidence will be produced to show that training did take place. This could for instance be in the form of SAQA accredited modules by relevant SITAs.
8. The Main Contractor (Developed Enterprise) is strongly encouraged to choose relevant SITA accredited modules for training of targeted SMMEs in which case the SITA's NQF level certificates indicating the credits attained could be produced as evidence of the training of the targeted SMMEs. Examples could be NQF2, 3 or 5 in labour intensive construction (LIC) methods
9. The mentorship and skills transfer programme will be assessed based on the submitted methodology or plan. It must be robust, well thought out and should meet most elements of the description given above depending on the nature of work:
10. A capacity building evaluation/ assessment form is to be designed by the main contractor in agreement with the targeted enterprise(s). This must be included in the tender document. The evaluation/ assessment form has to be filled in by all the contractors every month and after completion of the project. The form is to be used for assessing progress made with the training as well as identifying additional training (or gaps) requiring more training.
11. **The mentorship and skills transfer programme (refer to item no. 5 above) as well as the capacity building evaluation form (refer to item no. 10 above) must be attached below.**

.....
Signature

.....
Date

RS022.3 DETERMINATION OF TARGETED PROCUREMENT

1. The targeted procurement ratio will be calculated based on the tendered sum of the works less the following:
 - 1.1 Preliminary & General
 - 1.2 Value of the deductible materials as listed in Table RS022.30 below:
2. Tenderers must provide the rates for quantities and value of items earmarked for exclusion from the targeted procurement calculation.
 Failure to do so will lead to the assumption that all quantities contained in the BoQ are eligible for application of the targeted procurement.

Table RS022.30 Schedule of items excluded in the calculation of the Targeted Procurement

Section	Description	Amount
	Sub Total	

RS022.4 CONTRACT PARTICIPATION FOR TARGETED ENTERPRISES

Sub Total 1 value of Contract (excluding VAT, Contingencies and CPA),

Specialists Items (Deductible Materials):

Total value of contract participation by targeted enterprise:

Percentage (%) contract participation by targeted enterprise:

Broad description of work to be performed by the targeted enterprise:

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

Failure to complete the entire RS023 in full and may lead to disqualification.
Should percentage of sub-contracting not equal or exceed the specified minimum percentage of 30%, the tender will be considered non-responsive in terms of subclause C.3.8 of the Conditions of Tender and such a tender shall be rejected

Tenderer's Participation in Job Creation Using Local Labour**RS023**

The Contractor shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project). Proof of citizenship or work visa may be audited during the contract period.

The creation of one job shall mean the temporary employment, for any period of time, of one such unskilled or semi-skilled labourer from the local community.

The Tenderer shall note the requirements for Job Creation Reporting for EPWP as set out in the Requirements of the Expanded Public Works Programme (EPWP) of the project specifications.

The number of jobs to be created using such local labour is inclusive of the local labour employed to execute various portions of the Works by both the main Contractor and any subcontractors, including the small development subcontractors.

The number of jobs to be created using such local labour shall include for a minimum percentage allocation to the following individual targeted groups:

55% Women;
55% Youth; and 2%
Disabled.

The minimum required content of such local labour for this project shall be calculated as follows:

$$\text{Minimum required content of such local labour (\%)} = \frac{(100 \times \text{amount spent on wages for such local labour (excluding VAT)})}{\text{value of the project (excluding VAT)}} \text{ total}$$

The minimum required content of such local labour for this project is stated in the Conditions of Contract Clause 4.10.4. (Compiler to insert the target minimum percentage based on detailed calculations of the local labour component anticipated for each scheduled pay item, including the pay items contributing to the provisional sum associated with the construction Works carried out by Targeted Enterprise subcontractors appointed).

For purposes of completing the table on the next page containing the Tenderer's declaration with respect to participation in job creation using local labour, the total value of the project shall be the amount of the Tender Offer.

TENDERER'S DECLARATION WITH RESPECT TO PARTICIPATION IN JOB CREATION USING LOCAL LABOUR:

The Tenderer shall complete the table below reflecting the anticipated local labour force to be employed on this contract, including such local labour employed by subcontractors.

I/We hereby tender to participate in job creation through the employment of local labour by creating the following number of jobs using unskilled or semi-skilled labourers, recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project), including for a minimum allocation of 55% Women, 55% Youth and 2% Disabled:

Local labour comprising unskilled or semi-skilled labourers recruited from the local community	Anticipated number of jobs to be created	Total number of person-days anticipated	Wage rate per person-day (excluding VAT) (Rand)	Total wage cost (excluding VAT) (Rand)
Contractor's local labour content				
Subcontractors' local labour content				
Total anticipated wage cost of local labour content (excluding VAT)				R
Tender Offer (excluding VAT)				R
Hence anticipated local labour content expressed as a percentage of the Tender Offer (excluding VAT)				%
Note: Should this percentage not equal or exceed the specified minimum percentage, the tender will be considered non-responsive in terms of subclause C.3.8 of the Conditions of Tender and such a tender shall be rejected.				
Specified minimum local labour content				5%

A penalty shall be applied to any shortfall in the local labour content achieved, as set out in the Requirements of the Expanded Public Works Programme (EPWP) of the project specifications. The penalty shall not apply to shortfalls in the allocations to the individual target groups (i.e., Women/Youth/Disabled), only to shortfalls in the total local labour content achieved.

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, confirms that he/she understands the conditions for such participation and confirms that the tender satisfies the conditions for participation in job creation through the employment of local labour.

Name:

Duly authorized to sign on behalf of:

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

.....
Date

Failure to complete, sign and date this form shall result in the tender being considered non-responsive in terms of subclause C.2.14 of the Conditions of Tender and such a tender shall be rejected.

PART C1: AGREEMENTS AND CONTRACT DATA

TABLE OF CONTENTS

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C1.1 Form of Offer and Acceptance	C2
C1.2 Contract Data	C8
C1.3 Conditions of Contract	C14
C1.4 Contractual Documentation	C19

IMPORTANT NOTE ON C1.1:

ALL Tenderers MUST complete and sign Form A: OFFER (the first page hereafter).

Form B: ACCEPTANCE will be signed by the Employer and then only in the case of the successful Tenderer.

Form C: SCHEDULE OF DEVIATIONS must be signed by the Employer as well as the successful Tenderer after award of the contract.

Form D: CONFIRMATION OF RECEIPT must be signed by the successful Tenderer on receipt of a fully completed original copy of the Agreement including the Schedule of Deviations, if any.

A tender in which Form A: OFFER has not been completed and signed by the Tenderer, will not be valid and will be disqualified in the discretion of the Employer.

C1.1: FORM OF OFFER AND ACCEPTANCE

FORM A: OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of **TENDER NO. KCDM/WSIG/06/2022: NKANDLA WEIR REFURBISHMENT: THE CONSTRUCTION RELATED ACTIVITIES ASSOCIATED WITH THE PROPOSED REFURBISHMENT OF THE NKANDLA WEIR**

The Tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance the Tenderer offers to perform all of the obligations and liabilities of the Service Provider 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 VAT IS:

(In words)
.....Rands;

(In figures) R

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

Signature(s)

Name(s)

Capacity

For the Tenderer:

(Insert name and address of organization)

Name & Signature of Witness

.....

Date

For official use		
INITIALS OF KCDM OFFICIALS AT THE TENDER OPENING SESSION		
1.	2.	3.

FORM B: ACCEPTANCE

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

The terms of the contract are contained in:

- C.1 Agreement, and Contract Data, (which include this Agreement)
- C.2 Pricing Data, including the Bill of Quantities
- C.3 Scope of Work
- C.4 Site Information
- C.5 Annexures

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 5 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer

during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorized representatives of both parties.

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

Notwithstanding anything contained herein and unless agreed mutually elsewhere in writing between the Employer and the Tenderer, this agreement comes into effect on the earliest of: (a) Two weeks following the date on which the Tenderer acknowledges the receipt of a formal letter awarding the contract; (b) 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 working days of the date of receipt of either the letter from the Employer alluded to in (a) or the document alluded to in (b) above 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, effective from the date of signature below by the Employer.

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

.....

Name: *(of signatory in capitals)*

.....

Capacity: *(of Signatory)*

.....

Name of Employer: *(organization)* King Cetshwayo District Municipality

Address: Corner of Kruger Rand & Barbados Bay Road, CBD, Richards Bay

Postal Address: Private Bag X1025, Richards Bay, 3900

Telephone number: 035 799 2500 **Fax number:**.....

AS WITNESS

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

Date:

FORM C: SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by King Cetshwayo District Municipality prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

- 1 **Subject** :
Details:

.....
.....
2. **Subject**
:
Details:

.....
.....
3. **Subject**
:
Details:

.....
.....

By the duly authorized representatives signing this Schedule of Deviations, King Cetshwayo District Municipality 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 King Cetshwayo District Municipality during this process of offer and acceptance.

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

FOR THE TENDERER:

Signature:

Name: Capacity:

.....

Tenderer: *(Name and address of organization)*

..... Witness:

Signature:.....
Name:
Date:

FOR KING CETSHWAYO DISTRICT MUNICIPALITY

Signature:
Name:
Capacity:
..... Witness:
Signature:.....
Name:
Date:

FORM D: CONFIRMATION OF RECEIPT

The Tenderer, (now Service Provider), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations on this

FOR THE CONTRACTOR:

Signature:
Name:
Capacity:
Signature and name of witness:
Signature:
Name:

C1.2: CONTRACT DATA

The Conditions of Contract are the General Conditions of Contract for Construction Works, Third Edition, 2015 published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to the Contract and is obtainable from www.saice.org.za

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

PART 1: DATA PROVIDED BY THE EMPLOYER

REF.CLAUSE NO.	DATA BY EMPLOYER
1.1.13	The Defects Liability Period is: 12 months
1.1.14	The time for achieving Practical Completion is: 8 months
1.1.1.15	The name of the Employer is: King Cetshwayo District Municipality
1.1.1.26	The Pricing Strategy is: Re-measurement Contract
1.2.1.2	The address of Employer:
	Physical: Postal:
	King Cetshwayo House, Private Bag X 1025 Cnr Krugerrand & Barbados Bay Streets, CBD Richards Bay, 3900
	Telephone No: (035) 799 2500 Fax No: (035) 799 1409
1.1.1.16	Name of the Employers Agent: Veyane Consulting Engineers (Pty)Ltd
1.2.1.2	Address of the Employers Agent:
	Physical:
	03 Glencairn Close Dawncrest Westville 3629
	Tel No.: 073 138 8135 Fax No.: N/A e-mail: sibonelo@veyaneconsulting.co.za
3.2.3	The Employer's Agent shall obtain the specific approval of the Employer before carrying out duties according to the following Clause of the General Conditions of Contract: Clause 6.3.1, issuing of a Variation Order with financial implications.
Clauses 4.1.1 and SCC 4.1.1:	CONTRACTOR'S GENERAL OBLIGATIONS Add.... The penalty for failing to achieve the monetary value of the target set by the Employer for local labour content in terms of Part F: Requirements of the Expanded Public Works Programme (EPWP) of section C3.3 Particular Specifications in Part C3: Scope of Works, is 5% of the monetary value by which the achieved monetary value falls short of the target monetary value.

	Continue ...
REF. CLAUSE NO.	DATA BY EMPLOYER
5.3.1	The documentation required before commencement with Works execution are:
	<ol style="list-style-type: none"> 1. Health and Safety Plan (Refer to Clause 4.3) 2. Initial programme (Refer to Clause 5.6) 3. Cash flow projection aligned to programme 4. Insurance (Refer to Clause 8.6) 5. Performance Guarantee
5.3.2	The time to submit the documentation required before commencement with Works execution is: 14 Days
5.8.1	Non-working days are: Saturdays and Sundays The special non-working days are: Public holidays and the year-end break which commences on the first working day after 15 December and ends on the first Tuesday after 5 January of the next year.
5.9.4	The length of time for the Employer's Agent to issue additional information: 14 days
5.13.1	The penalty for failing to complete the Works will be 0.05% of the offered total of prices excluding VAT per calendar day.
5.16.3	The latent defect period is: ten (10) years for civil engineering works.
6.8.2	Contract Price Adjustment is applicable. The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: The value of "x" is 0.1 The values of the coefficients are: A = 0.15 B = 0.20 C = 0.55 D = 0.10 Base Date = December 2022
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is: 80% provided a session in favour of the Employer is provided from both the supplier and the Contractor.
6.10.3	The retention money: The percentage retention on the amounts due to the Contractor is 10% up to a limit of 5% of the contract value with 50% being released on issuing of Certificate of Completion.
6.10.5	The defects Liability Period is specified as being 12 Months.
	Continue ...

REF. CLAUSE NO.	DATA BY EMPLOYER
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8.6.1**INSURANCE EFFECTED BY THE EMPLOYER**

- a) Notwithstanding anything elsewhere contained in this Contract without limiting the obligations liabilities or responsibilities of the Contractor in any way whatsoever (including but not limited to any requirement for the provision by the Contractor of any other insurances) the Employer shall effect and maintain as appropriate in the joint names of the Employer the Contractor and where the relevant Sub-contractors the following insurances which are subject to the terms, limits, exceptions and conditions of the Policy.

CONTRACT WORKS AND SASRIA SPECIAL RISKS Insurance - which will provide cover against accidental physical loss or damage to the Works, Temporary Works and materials intended for incorporation in the Works.

PUBLIC LIABILITY Insurance - which will provide indemnity against legal liability in the event of accidental death of or injury to third persons and/or loss of or damage to third party property arising directly from the execution of the contract and occurring during the period of insurance with a limit of indemnity of R3 000 000.00 in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause.

- b) The Employer shall pay the premium in connection with the insurance affected by the Employer. A provisional sum is included in the Bill of Quantity and will have to be paid over to the Insurance Brokers by the awarded contractor.
- c) The Contractor shall not include any premium charges for this insurance except to the extent that he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.
- d) Any further clarification of the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer or their Insurance Brokers, Sankofa Insurance Brokers, Telephone (011) 025 6566 e-Mail nngwenya@sankofaib.co.za.
- e) In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor shall:-
- (i) In addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer's Insurance Brokers or the Insurers by telephone, telex or telefax giving the circumstances nature and an estimate of the loss or damage or liability;
 - (ii) complete a Claims Advice Form available from the Insurance Brokers to whom the form must be returned without delay; and
 - (iii) Negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers and shall when required to do so obtain the Employer's approval of such settlement.

The Employer and Insurers shall have the right to make all and any queries on the site of the Works or elsewhere as to the cause and the results of any such occurrence and the Contractor shall co-operate in the carrying out of such enquiries.

- f) The Contractor will be liable for the amount of the Deductible (First Amount Payable) in respect of any claim made by or against the Contractor or Sub-contractors under the insurance effected by the Employer.

The Deductible (First Amount Payable) for which the Contractors are responsible and which are applicable in respect of each and every occurrence or series of occurrences attributable to one source or original cause giving rise to loss or damage or liability indemnifiable are as follows: -

- | | |
|--|------------|
| 1) Under the Contract Works Insurance shall be:- | |
| i) Elemental perils | R 5 000.00 |
| ii) Theft, Malicious Damage | R 5 000.00 |
| iii) Any other Cause | R 5 000.00 |

REF. CLAUSE NO.	DATA BY EMPLOYER
	<p>2) Under the Public Liability Insurances in respect of loss of or damage to property shall be:-</p> <p>i) Underground Services R 5 000.00</p> <p>ii) Any Other Cause R 5 000.00</p> <p>3) Under any other insurance shall be as specified in such insurance policy.</p> <p>g) Any amount which becomes payable to the Contractor or any of his Sub-contractors as a result of a claim under the Contract Works Insurance shall if required by the Employer be paid net of the Deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor's obligations and liabilities or responsibilities in terms of the Contract.</p> <p>INSURANCE EFFECTED BY THE CONTRACTOR</p> <p>a) The Contractor and Sub-contractor shall where applicable provide as a minimum the following:</p> <p>i) Insurance of Construction Plant and Equipment (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement; ii) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act (COIDA) Act No 130 of 1993; iii) Employer's Common Law Liability Insurance with a limit of indemnity of not less than R 1 000 000.00; iv) Motor Vehicle Liability Insurance comprising (as a minimum) "balance of Third Party" Risks including Passenger Liability indemnity of not less than R 1 000 000.00 (one million Rand) ; and</p> <p>i) Where the Contract involves manufacturing and/or fabrication of the Works or parts thereof at premises other than at the Contract Site the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the Works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such Works during manufacture or fabrication then such interest shall be noted by the endorsement to the relevant Policies of Insurance.</p> <p>b) The insurance to be provided by the Contractor and his Sub-contractor shall be effected with Insurers and on terms approved by the Employer (which approval shall not be unreasonably withheld) and shall be maintained in force for the duration required (including any period of maintenance). The Contractor shall within fourteen (14) days of commencement of the contract produce to the Employer the relevant Policies of Insurance.</p> <p>c) If the Contractor fails to effect and keep in force the insurances referred to then the Employer may effect and keep in force any such insurances and pay such premiums as may be necessary for that purpose and from time to time deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.</p>
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is R Nil.
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 250,000.00
8.6.1.3	The limit of indemnity for liability insurance is R 10 000 000 for any single claim, the number of claims to be unlimited during construction and Defects Liability Period
10.4	Dispute resolution by amicable settlement, failure of which will require to further the dispute through adjudication and thereof to arbitration.
10.5.3	The number of Adjudication Board Members to be appointed is: 1

PART 2: DATA TO BE PROVIDED BY CONTRACTOR

REF. CLAUSE No	DATA BY CONTRACTOR
1.1.1.9	Name of Contractor:
1.2.1.2	Address of Contractor:
	<u>Physical:</u> <u>Postal:</u>

	<u>e-mail:</u>
	<u>Telephone No:</u> <u>Fax No:</u>
1.1.1.14	Time for achieving Practical Completion of the whole of the Works is: _____(Max 8 months)

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6.2.1

The security to be provided by the Contractor shall be the following:

Type of Security (Indicate if Value Added Tax is excluded from the Contract Sum and the value of the works for calculating the percentages)	Contractor's choice (Indicate "Yes" or "No")
<u>Cash deposit of 10% of the Contract Sum</u> Attach a letter from the bank confirming availability of funds equivalent to 10 (ten) % of the tendered amount exclusive of VAT.	
<u>Fixed Performance Guarantee of 10% of the Contract Sum</u> Attach a letter of undertaking from a recognized financial institution, confirming the issuing of a performance guarantee equal to in value to 10 (ten) % of the tendered amount exclusive of VAT. The letter of undertaking will not oblige the financial institution to issue a performance guarantee, but merely serves as an indication of the tenderer's ability to obtain a performance guarantee The performance guarantee is to be issued by a Bank registered in terms of the Banking Act (94 of 1990).	
<u>Retention of 10% of the Works</u> Attach to this document a letter from the director/s giving the Employer consent to deduct 10 (ten) % retention from each progress payment due to the contractor until a limit of 10 (ten) % is reached.	
<u>Cash deposit of 5% of the Contract Sum plus retention of 5% of the value of the Works</u> <ul style="list-style-type: none"> • Attach a letter from the bank confirming availability of funds equivalent to 5 (five) % of the tendered amount exclusive of VAT. • Attach a letter from the director/s giving the Employer consent to deduct 10 (ten) % retention from each progress payment due to the contractor until a limit of 5 (five) % is reached. 	
<u>Fixed Performance Guarantee of 5% of the Contract Sum plus retention of 5% of the value of the Works</u> <ul style="list-style-type: none"> • Attach a letter of undertaking from a recognized financial institution, confirming the issuing of a performance guarantee equal to in value to 5 (five) % of the tendered amount exclusive of VAT. The letter of undertaking will not oblige the financial institution to issue a performance guarantee, but merely serves as an indication of the tenderer's ability to obtain a performance guarantee The performance guarantee is to be issued by a Bank registered in terms of the Banking Act (94 of 1990) • Attach a letter from the directors giving the Employer consent to deduct 10 (ten) % retention from each progress payment due to the contractor until a limit of 5 (five) % is reached. 	

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C1.3: CONDITIONS OF CONTRACT

The Conditions of Contract are the General Conditions of Contract for Construction Works, Third Edition, 2015.

The additional clauses to the General Conditions of Contract are:

PREAMBLE

The Special Conditions of Contract contains clauses hereinafter defined and forms an integral part of the Conditions of Contract. In the case of any discrepancy or conflict with any part of the General Conditions of Contract, the Special Conditions of Contract shall take precedence and shall govern.

CONTRACTOR'S RESPONSIBILITY FOR SETTING OUT Add to Clause 9.1.5.1

The Contractor shall take special precautions to protect all permanent survey beacons, bench-marks, stand boundary pens and trigonometrical beacons regardless whether such pegs or beacons were placed before or during the execution of the contract. If any such beacons or pegs which would not otherwise have been affected by construction of the works, have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

NATURAL VEGETATION (ADDITIONAL SUB CLAUSE) Add new Clause 8.1.6

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

Only those trees and shrubs directly affected by the works and such others as the Engineer/Employer 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".

ENGAGEMENT OF EMPLOYEES**DELAY THROUGH OPPORTUNITIES AFFORDED TO OTHER PERSONS Add to Clause 10.1.3**

"Whenever the Contractor considers that he is suffering a delay in the smooth running of his work as the result of the execution of any work on the Site by other persons he shall report to the Engineer/Employer in writing within twenty-four (24) hours of the occurrence thereof the circumstances and extent of such delay. The Engineer/Employer shall take such steps to resolve the problem as he considers necessary. Failure on the part of the Contractor to report to the Engineer/Employer such delay at the time of its occurrence shall invalidate any claim to any extension of time in terms of **Clause 10.1.1**".

SCC 4.1.1 Extent of Contractor's obligations**Add the following new paragraphs to the end of Clause 4.1.1:**

"If the Contractor fails to achieve the monetary value of the target set by the Employer for local labour content in terms of the Requirements of the Expanded Public Works Programme (EPWP) in the Particular Specifications, the Contractor shall be liable to the Employer for a sum calculated in accordance with the Contract Data and the aforementioned Scope of Works as a penalty for such underachievement."

Add new Clause 4.11.2

"The Contractor shall at all times exercise strict control over his employees to prevent, as far as possible, any unruly or unlawful behaviour by or amongst the labourers, local community members or leadership thereof and other employed by him.

The Contractor shall not engage or otherwise employ on the Works any person who, at the time of signing the contract, was employed by the Employer upon the Works, unless the Contractor obtains the written consent of the Employer or Employer's Representative in respect of the employment of such person".

INSURANCES Amend Clause 8.6

Clause 8.6 of the General Condition of Contract will be superseded by a principle-controlled construction insurance which is provided by the King Cetshwayo District Municipality on all contracts.

Tenderers are to specifically note the detail of insurances affected by the employer as depicted under **Clause 8.6.1** as “insurance effected by the Contractor”.

Additional Special Conditions of Contract

The following additional Special Conditions of Contract clauses SCC 1.1 and SCC 5.3 shall apply only in those circumstances where the Employer is required to apply for a construction work permit in terms of Construction Regulation 3(1):

SCC 5.3 Commencement of the Works

Delete the entirety of Clauses 5.3.1, 5.3.2 and 5.3.3 and replace them with the following:

“SCC 5.3.1 Commencement of the Works

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

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

SCC 5.3.2 Unacceptable documentation

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

SCC 5.3.3 Time to instruct commencement of the Works

Where the Contractor delays the submission by the Employer of the application for a permit to do construction work and such permit is not received within 14 days following the Commencement Date such that the Employer’s Agent’s instruction to commence carrying out the Works cannot be given, without prejudice to the Employer’s rights to terminate the contract under Clause 9.2, the Employer’s Agent shall delay issuing the instruction to commence carrying out the Works until such time as the permit to do construction work has been received. The Contractor shall have no entitlement under Clause 5.12 to an extension of time for Practical Completion.

EXTENSION OF TIME DUE TO INCLEMENT WEATHER**Add the following to sub-Clause 5.12.2.2**

- (b) Abnormal climatic conditions.

No extensions of the time for completion shall be granted on the grounds of normal rainfall conditions, but extension of time in terms of **Clause 5.12** of the General Conditions of contract on the grounds of abnormal rainfall or wet conditions shall be calculated separately for each calendar month or part thereof, according to the following formula. It shall be calculated as follows for the time for completion, including any extension thereof:

$$V = (Nw - Nn) + \frac{(Rw - Rn)}{\text{-----}}$$

X

- V = Extension of time for calendar days of the calendar month concerned. If the value of V is negative and the absolute value thereof is greater than N_n , V is taken as negative
- N_w = Actual number of days during calendar month on which a rainfall of Y mm or more is recorded.
- N_n = Average number of days in the calendar month concerned on which a rainfall of Y mm or more is recorded in terms of existing rainfall data
- R_w = Actual rainfall for the calendar month concerned in mm
- R_n = Average rainfall for the calendar month in mm deduced from existing rainfall data.

For the purposes of the contract N_n , R_n , X and Y shall have the values as stipulated below.

The total extension of time is the algebraic sum of the monthly totals for the period concerned, extension of time for parts of a month shall be calculated by using pro rata values of N_n and R_n . If the algebraic sum of the monthly totals is negative, no reduction of the time for completion as a result of rainfall shall be applicable.

This formula does not take any delays as a result of flood damage, which may cause further or simultaneous delays, into consideration and flood damage shall be treated separately for purposes of extension of time for completion.

The factor $(N_w - N_n)$ is considered as a fair allowance for deviation from the normal for the number of days on which the rainfall exceeds Y mm. The factor $(R_w - R_n)/X$ is considered as a fair allowance for deviation from the normal for the number of days on which the rainfall does not exceed Y mm, but on which wet conditions will hamper or disrupt work.

The Contractor shall keep daily rainfall records and submit it to the Employer's Representative at every site meeting. No additional payment shall be made for the supply and installation of the rain gauge or for the keeping of the rainfall records and all costs must be included in the scheduled items:

Information of the records of the nearest rainfall station are given below for the Contractor's information: * WB42 climate statistics from the South African Weather Services.

Rainfall station : Richards Bay

Average annual rainfall : 1056.3mm

Period : 2011-2021

Average number of days per year with rainfall exceeding:

$Y = 10\text{mm}$

$X = 20\text{mm}$

MONTH	N_n (No)	R_n (mm)	MONTH	N_n (No)	R_n (mm)

January	3.4	109.6	July	1.6	59.8
February	3.2	128.4	August	0.8	39.9
March	2.4	73.7	September	2.5	88.8
April	2.4	81.5	October	3.5	132.5
May	1.7	104.4	November	2.6	78.4
June	1.6	42.4	December	3.0	116.9

EXTENSION OF TIME DUE TO DISRUPTION OF LABOUR

Add the following to Sub Clause 5.12.2.4

“Labour disruptions on a regional or national level due to political unrest, organised mass action or related incidents will be considered to be beyond the Contractor’s control.

Any strike within the confines of the Contractor’s company and/or this project only, will be deemed to be within the Contractor’s control”.

DEFECTS LIABILITY PERIOD Add the following to Sub Clause 7.9

7.9.1 Emergency repairs during defects liability period

7.9.1.1 Classification

Any defect resulting in an interruption in the supply of services will be deemed an emergency repair, and the timing of the works is then of an urgent nature. Such classification will be at the discretion of the Engineer and communicated as such to the Contractor.

7.9.1.2 Availability of Contractor for emergency repairs

During the defects liability, the Contractor will ensure that a member of his staff will at all times of day or night be contactable through a cell phone in the event of having to effect an emergency repair.

The Contractor shall as a minimum comply with the following requirements:

- i) A minimum of 1 artisans and 1 skilled labourer shall be available to attend to an emergency repair at all times during normal hours and after hours.
- ii) Suitable tools, plant, transport, test equipment, spares and repair kits shall be available at all times to do the necessary emergency repairs.
- iii) Above labour and resources shall be available on all weekdays including Saturdays, Sundays and public holidays and the names, addresses and contact information shall be made available to the Employer and Engineer for this purpose.

7.9.1.3 Procedure for commencement and execution of works

Upon notification of a defect by the Employer, the Engineer or his representative will instruct the Contractor to attend to the said emergency repair, which instruction will be verbal, and thereafter confirmed in writing.

The Contractor must within 6 hours from such notification arrive on site so as to define the extent of the repair required and must immediately make arrangements to have such a repair rectified, which repair must be effected within 12 hours thereafter.

7.9.1.4 Communication in the event of emergency repairs

The Contractor will immediately upon arrival inform the Engineer of the extent of the problem and also of the anticipated timeframe required to effect the repairs thereto.

Immediately upon completion of the repairs, the Contractor has to provide a verbal notification to the Engineer to the fact that the works have been completed and confirm same within 12 hours in writing.

7.9.1.5 Failure to effect emergency repairs

In the event that the Contractor should fail to attend to the emergency repairs as described above and within the response times noted, the Employer shall be entitled to carry out such work by his own workman or by other persons without further notification to the Contractor and to recover the cost thereof from the Contractor.

CESSION FOR CASH ADVANCEMENTS

No cessions for cash advancements will be entertained by the employer for whatever reason. Cessions will only be accepted for payment of material and nominated sub-contractors, and payment will only be effected on delivery and fixing of material in the required position.

OCCUPATIONAL HEALTH AND SAFETY ACT

The Contractor shall comply with all the requirements of the Occupational Health and Safety Act (Act No. 85 of 2014) and the Regulations framed there under.

The Contractor shall also ensure that any Sub- Contractor employed by him shall also comply with the Act and the Regulations.

The contractor shall submit an approved Health and Safety plan prior to commencement with this contract.

TENDER ACCEPTANCE

The Employer does not bind itself to accept the lowest tender or any tender or furnish any reasons for the acceptance or rejection of any tender.

C1.4: CONTRACTUAL DOCUMENTATION

C1.4.1 CONSTRUCTION GUARANTEE

Tender No. KCDM/WSIG/06/2022

WHEREAS **King Cetshwayo District Municipality** (hereinafter referred to as the Employer”) entered into, a Contract with:

.....
(hereinafter called “the Contactor”) on the: day of: 20
for
.....

at

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

AND WHEREAS has / have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

- 1. The Employer shall, without reference and / or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.
- 2. This guarantee shall be limited to the payment of a sum of money.
- 3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
- 4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
- 5. Our total liability hereunder shall not exceed the Guaranteed Sum of
..... Rand (in words); R (in figures)
- 6. The Guarantor. reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.
- 7. We hereby choose our address for the serving of all notices for all purposes arising here from as
.....
.....

.....

IN WITNESS WHEREOF this guarantee has been executed by us at on
this day of 20

Signature

Duly authorized to sign on behalf of

Address
.....
.....

As witnesses:

- 1
- 2.

C1.4.2 AGREEMENT OF INDEMNITY IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT 2014THE KING CETSHWAYO DISTRICT
MUNICIPALITY

duly represented herein by in his capacity
as

..... (hereinafter referred to as
"EMPLOYER")

and

.....

duly represented herein by in his capacity as

.....
(hereinafter referred to as the "MANDATORY")

The EMPLOYER and the MANDATORY hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 2014 (Act 85 of 2014, hereinafter referred to as "the Act"), that as far as the work described in 1 hereafter, the following arrangements and procedures shall apply between them to ensure compliance by the MANDATORY with the provisions of the Act, namely:

1. DESCRIPTION OF WORK:

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

2. DEFINITIONS:

- 2.1. EMPLOYER : means any person who employs or provides work for any person and remunerates that person or expressly or tacitly undertakes to remunerate him, but excludes a labour broker as defined in Section 1(1) of the Labour Relations Act, 1956 (Act No 28 of 1956).
- 2.2. MANDATORY : includes an agent, a contractor or a sub-contractor for word, but without derogating from his status in his own right as an employer or a user.

3. ARRANGEMENTS AND PROCEDURES:

- 3.1. The MANDATORY as an employer in his own right, undertakes to acquaint the appropriate officials and employees of the MANDATORY with all relevant provisions of the Act and the regulations promulgated in terms of the Act;
- 3.2. The MANDATORY undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations will be fully complied with;

- 3.3. The MANDATORY 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 from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions; and
- 3.4. The MANDATORY agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the MANDATORY has complied with his undertakings as set out more fully in paragraphs 1 and 2 above, which steps may include, but not be limited to, the right to inspect any appropriate site or premises.
- 3.5. The MANDATORY undertakes to furnish the EMPLOYER with a letter of good standing in terms of Section 89 of the Compensation for Occupational Injuries and Diseases Act 2014 (Act No 130 of 2014) before any work in terms of this agreement is commenced.
- 3.6. The MANDATORY undertakes to appoint a designated responsible person in terms of the Act, and to furnish the EMPLOYER with a copy of such appointment before any work in terms of this agreement is undertaken

THUS DONE AND SIGNED AT RICHARDS BAY ON THIS DAY OF 20.....

AS WITNESSES:

1.
.....
(For and on behalf of the
EMPLOYER)
2.

THUS DONE AND SIGNED AT RICHARDS BAY ON THIS DAY OF 20.....

AS WITNESSES:

1.
2.
- (For and on behalf of the **MANDATORY**)

C1.4.3 TRANSFER OF RIGHTS AND INDEMNITY FOR MATERIALS ON SITE TRANSFER OF RIGHTS FOR MATERIAL ON SITE

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

Contract No: for (*contract title*)

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

..... of (*name of Contractor*)

..... duly authorised hereto on behalf of the Contractor hereby transfer, cede and assign all the Contractor's rights, title and interest in and to the materials and goods, for which evidence of bona fide ownership is attached hereto, unto and in favour of (*name of Employer*)

Insofar as the Contractor retains actual control of the materials and goods, the right of ownership thereof passes to the Employer by *constitutum possessorium*.

I herewith indemnify the Employer against any claim to and in respect of said materials by reason of the Contractor's sequestration or liquidation or of any effect in the Contractor's title to the materials and agree that no payment for materials on site will be made by the Employer until such time as I have submitted documentary proof of bona fide ownership of the said materials and goods.

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

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

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

DESCRIPTION OF ITEM	UNIT	QTY	RATE	AMOUNT	SUPPLIER
TOTAL VALUE OF MATERIALS AND GOODS					

Signed by Date for
and on behalf of the Contractor,

Witnesses by Date

[Note: This form, together with the documentary proof of ownership or proof of payment by the Contractor to the supplier, shall accompany the Contractor's claim for payment for materials on site in terms of Clause 49.1.5 of the General Conditions of Contract 2015.]

INDEMNITY FOR MATERIALS ON SITE

We the.....(Bank or Insurance Company)

do hereby bind ourselves as surety in solidum and co-principal debtors to recompense the employer in the event of his not acquiring ownership of materials for whatever reason, or in the event of his lawfully being required to make payment of any sum of money to any third party in order to obtain or retain ownership of full and free possession of the said materials, in circumstances where the employer has paid the Contractor for the said materials on site in terms of Clause 52 (1)(e) of the General Conditions of Contract, and for all losses, damages and expenses that may be suffered or incurred by the Employer as a result of such payment for the said materials on site, renouncing all benefits from the legal exceptions ordinis se excursionis et divisionis “No value received” and all other exceptions which might or could be pleaded against the validity of this guarantee, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted; provided that the liability of the undersigned under this guarantee is limited to and shall not exceed

R..... (.....)

and will lapse after issue of the Certificate of Completion of the Contract, unless the surety is advised in writing by the Employer before issue of the said Certificate of his intention to institute claims and the particulars thereof, in which event this guarantee shall remain in force until all such claims are paid or settled.

This undertaking is not negotiable nor transferable and must be returned to us upon payment of the abovementioned amount.

Bank/Insurance Company:

Address:

..... Date:

PART C2: PRICING DATA

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C2.2 Bill of Quantities

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C2.1: PRICING INSTRUCTIONS

1. Measurement and payment shall be in accordance with the relevant provisions of Clause 8 of each of the SANS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of SANS 1200-A, *General*.
2. The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:

% = percent h = hour
 ha = hectare kg = kilogram kl = kilolitre
 km = kilometre
 km-pass = kilometre-pass
 kPa = kilopascal
 kW = kilowatt l = litre
 m = metre
 mm = millimetre
 m² = square metre
 m²-pass = square metre-pass
 m³ = cubic metre
 m³-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, Bylaws, 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. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

8. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
10. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
11. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the SANS 1200 Standardised Specifications.

ITEMS SCHEDULED FOR CONSTRUCTION USING LABOUR-INTENSIVE METHODS

Those parts of the Works to be constructed using labour-intensive methods are marked in the Schedule of Quantities with the letters LI, either in a separate column or as a prefix or suffix against every item so designated. The Works or parts of the Works so designated are to be constructed using labour-intensive methods only, unless otherwise specified in the Scope of Work.

The items marked with the letters LI include:

- (a) Items in the COLTO Standard Specifications that would normally be carried out using labour-intensive construction methods.
- (b) Items in the COLTO Standard Specifications that would normally be carried out using plant but which have been modified specifically so as to require the use of labour-intensive construction methods instead of plant for some or all of the work components of the item.
- (c) New items that have been written for this contract specifically requiring the use of labour-intensive construction methods rather than plant for some or all of the work components of the item.

The items marked with the letters LI are not necessarily an exhaustive list of all the activities which could be carried out using labour-intensive methods. Where a minimum percentage for local labour content is specified, additional activities may need to be identified to be carried out using labour-intensive methods rather than plant in order to meet such target.

Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of works, is a breach 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.

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.

C2.2: BILLS OF QUANTITIES

TENDER NO: **KCDM/WSIG/06/2022**PROJECT NAME: **REFURBISHMENT OF NKANDLA WEIR**

**PROJECT THE CONSTRUCTION RELATED ACTIVITIES ASSOCIATED
WITH THE PROPOSED REFURBISHMENT OF THE NKANDLA WEIR**

KING CETSHWAYO DISTRICT MUNICIPALITY

Section	Description	Amount R c
1	PRELIMINARY AND GENERAL	
2	CLEARING AND GRUBBING	
3	GABIONS	
4	FOUNDATIONS FOR STRUCTURES	
5	FALSEWORK, FORMWORK AND CONCRETE FINISH	
6	CONCRETE FOR STRUCTURES	
7	TESTING MATERIALS AND WORKMANSHIP	
	SUB TOTAL 1	
	ADD: CONTINGENCIES (10%)	
	SUBTOTAL 2	
	ADD VAT:15% OF SUBTOTAL 2	
	TOTAL	

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1,1	SABS 1200 A	PRELIMINARY AND GENERAL				
		NOTE: A rate or price must be entered in the amount column for each item. Items which are included should have the word 'included' written in the appropriate amount column.				
1,2	8,3	SCHEDULED FIXED-CHARGE AND VALUE RELATED ITEMS				
1.2.1	8.3.1	Contractual Requirements	Sum	1		
1.2.2	8.3.2	Establishment of Facilities on the Site	Sum	1		
	8.3.2.1	Facilities for Engineer				
1.2.3		a) Engineer's Office with 2 parkings	Sum	1		
		c) Nameboards	No	2		
1.2.4	8.3.2.2	Facilities for Contractor				
1.2.5		a) Offices and storage sheds	Sum	1		
1.2.6		b) Workshops	Sum	1		
1.2.7		c) Laboratories	Sum	1		
1.2.8		d) Living Accommodation	Sum	1		
1.2.9		e) Ablution and latrine facilities	Sum	1		
1.2.10		f) Tools and equipment	Sum	1		
1.2.11		g) Water supplies, electric power and communications	Sum	1		
1.2.12		h) Dealing with water (Subclause 5.5)	Sum	1		
1.2.13		i) Access (Subclause 5.8)	Sum	1		
1.2.14		j) Plant	Sum	1		
1,3	8,4	SCHEDULED TIME-RELATED ITEMS				
1.3.1	8.4.1	Contractual Requirements	Sum	1		
	8.4.2	Operation and Maintenance of Facilities on Site, for Duration of Construction, except where otherwise stated.				
	8.4.2.1	Facilities for Engineer				
1.3.2		a) Cellphone	Months	8		
1.3.3		d) Accommodation for Employer's agent representative	Prov Sum	1	65 000,00	65 000,00
1.3.4		Handling cost and profit in respect of sub-item 1.3.3 above.	%	65000,0		
1.3.5		f) Health and Safety Audits by Engineer's representative	Prov Sum	1	100 000,00	100 000,00

1.3.7		g) Environmental Management Plan Audits	Prov Sum	1	100 000,00	100 000,00
		Handling cost and profit in respect of sub-item 1.3.3 above.				
1.3.8			%	100000,0		
TOTAL CARRIED FORWARD						

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BALANCE BROUGHT FORWARD						
	8.4.2.2	Facilities for Contractor				
1.3.9		a) Offices and storage sheds	Month	8		
1.3.10		b) Workshops	Month	8		
1.3.11		c) Laboratories	Month	8		
1.3.12		d) Living Accommodation	Month	8		
1.3.13		e) Ablution and latrine facilities	Month	8		
1.3.14		f) Tools and equipment	Month	8		
1.3.15		g) Water supplies, electric power and communications	Month	8		
1.3.16		h) Dealing with water (Subclause 5.5)	Month	8		
1.3.17		i) Access (Subclause 5.8)	Month	8		
1.3.18		j) Plant	Month	8		
1.3.19	8.4.3	Supervision for Duration of Construction	Month	8		
1.3.20	8.4.4	Company and head office overhead costs for the duration of the contract	Month	8		
1.3.21	8.4.5	Other time-related obligations	Month	8		
1.3.22		All work to ensure compliance with the provisions of the OHS Act 85 of 1993 and Regulations R1010 as published in Government Gazette on 18 July 2003. This item shall include all costs to provide a safety plan including the monitoring thereof, auditing thereof and the reporting thereon to the Engineer, on a regular basis.	Month	8		
1.3.23		All work required to be done for Environmental Management. NB. Include removal of topsoil and compaction of earth berms and grassing	Month	8		
	8,5	SUMS STATED PROVISIONALLY BY ENGINEER				
	8,7	DAYWORK				
1,4		LABOUR				
		Supervision, transport etc. to be included in P&G allowance. Any other allowance to be included in the rate.				
1.4.1		a) Unskilled Labour	hr	500		

1.4.2		b) Semi-skilled Labour	hr	300		
1.4.3		c) Plumber	hr	200		
TOTAL CARRIED FORWARD						

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BALANCE BROUGHT FORWARD						
1.5		PROVISION FOR EPWP				
1.5.1		Extra over sub-item for branding of EPWP PPE	Sum	1,00		
1.6		PROVISION FOR TRAINING				
1.6.1		General Skills Training	Person days of Training	100,00		
1.6.2		Allowance for CEITS skills training of local labour	Prov. Sum	1,00	250 000,00	250 000,00
1.6.3		Handling cost and profit in respect of sub-item 1.6.2 above.	%	250000,0		
1.6.4		Training Venue (only if required)	Prov Sum	1,0	50 000,00	50 000,00
1.6.5		Handling cost and profit in respect of sub-item 1.6.4 above.	%	50000,0		
1.6.6		Transport and accomodation of workers for training where it is not possible to undertake the training in close proximity to the site. (provisional sum)	Prov Sum	1,0	50 000,00	50 000,00
1.6.7		Handling cost and profit in respect of sub-item 1.6.6 above.	%	50000,0		
TOTAL CARRIED FORWARD						

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BALANCE BROUGHT FORWARD						
1.7		PLANT				
		a) Compressor				
1.7.1		With 2 Breakers and 2 Operators	day	20		
1.7.2		Establishment / Destablishment for item 1.7.1	Sum	1		
1.7.3		b) TLB	hr	40		
1.7.4.		Establishment / Destablishment for item 1.7.3	Sum	1		
1.7.5		c) 10kl Water Tanker	hr	40		
1.7.6		Establishment / Destablishment for item 1.7.5	Sum	4		
1.7.7		c) Wacker	day	20		
1.7.8		d) Water Pump	day	20		
		Note: Standing time on plant will be paid at 2/3 of the rate agreed for use of plant on Dayworks.				
		Note: Reimbursement of the use of tools, small plant, equipment, consumable materials and non-working supervisory staff including their transport must be included in the relevant rates.				
1.8		SURVEY				
1.8.1		Allowance for any As-Built" survey"	Prov Sum	1	30 000,00	30 000,00
1.8.2		Contractor's markup to item 1.8.1	%			
1.9		COMMUNITY LIASON OFFICER				
		Allowance for payment of a CLO				
1.9.1			Months	8		
TOTAL CARRIED FORWARD TO SUMMARY						

Item	REF	Description	Unit	QTY	Rate	Amount R c
2	SANS 1200 C	CLEARING AND GRUBBING				
2.1	8.2.1	Site Clearing and grubbing, rate to include for areas in the river course	ha	0,11		
2.2	8.2.2	Removal and grubbing of large trees and tree stumps				
2.2.1		(a) Girth exceeding 1m up to and including 2m	No	5		
2.2.2		(b) Girth exceeding 2m up to and including 3m	No	2		
2.3		Topsoiling and Grassing				
2.3.1	8.2.10	Topsoiling to designated areas as directed by the Engineer, using topsoil from stockpile or obtained within freehaul distance	m³	234		
2.3.2		Planting and maintaining of grass to specifications to designated areas as directed by the Engineer	m²	117		
2.3.3		Cleaning, landscaping and leaving the site in condition as approved by Environmental Auditor	Sum	1		
2.4		Allow for dealing with water for the duration of the contract, rate to include for diversion of flow of water in river course during construction	Sum	1,00		
TOTAL CARRIED FORWARD TO SUMMARY						

REF	Description	Unit	Quantity	Rate	Amount R c
SABS 1200 DK	GABIONS				
8.2.1	Surface preparation for bedding the gabions	m ²	900		
8.2.2	Gabions: (a) Galvanized gabion mattresses (1) Dimensions of box as indicated on drawing; 2,0mm dia mesh wire; 6x8 mesh type	m ³	1125		
	Filter fabrick (type and grade indicated) (a) Grade 3 filter fabric.	m ²	1800		
	(b) Steeldale concertainers or similar approved	m ³	5		
8.2.4	(c) Geotextile	m ²	1350		
TOTAL CARRIED FORWARD TO SUMMARY					

Item	REF	Description	Unit	Qty	Rate	Amount R c
4,00	SANS 1200 DA	FOUNDATIONS FOR STRUCTURES				
4.1	8.3.2	Excavation: (a) Excavating soft material situated within the following successive depth ranges:				
4.1.1		(i) 0 m up to 2 m	m ³	1740,0		
4.1.2		(ii) Exceeding 2 m and up to 4 m	m ³	2150,0		
		(iii) Exceeding 4m	m ³	3250,0		
4.1.3		(b) Extra over subitem 61.02(a) for excavation in hard (rock) material irrespective of depth	m ³	778,0		
4.1.4		(c) Extra over subitem 61.02(a) for additional excavation required by the engineer after the excavation has been completed	m ³	50		
4.1.5		(d) Extra over subitem 61.02(a) for excavation by hand	m ³	170		
4.2		Access and drainage:				
4.2.1		(a) Access	P/sum	1	250 000,00	250 000,00
4,2,2		Handling cost and profit in respect of subitem 4.2.1 above.	%	250000		
4.3	SANS 1200 LB	Backfill to excavations utilising:				
4.3.1		(a) Material from the excavation compacted to 93% MOD AASTHO	m ³	2562		
		(b) Material from commercial source compacted to 93% MOD AASTHO	m ³	3380		
4.4		Establishment on the site for the drilling of holes (type of drilling indicated)				
4.4.1		(a) Percussion drilling	P/sum	1	200 000,00	200 000,00
		(b) Handling cost and profit in respect of sub-item 4,4,1 (a)	%	200000		
4.4.2		Moving to and setting up the equipment at each hole to be drilled	No	136		
		Drilling of holes (diameter and type of drilling indicated)	m			
4.4.3		(a) 50 mm diameter, 1,5 m deep vertical		250		
4.5		Grouting				
4.5.1		(a) Proprietary grout such as lockset S40 from Fosroc or similar approved. Dowel bars (type, diameter and length of dowel bars, together with type of grout, indicated)	kg	561		
4.5.2		(a) Y25 Bars; 3,3 m lengths; Lockset S40 Grout	ton	5		
4.5.3		(b) Y25 Bars; 1,3 m lengths; Lockset S40 Grout	ton	2		

4.6		Desliting of the weir basin as instructed by the engineer	m ³	20 000,00		
TOTAL CARRIED FORWARD TO SUMMARY						

Item	REF	Description	Unit	Qty	Rate	Amount R c
5,00	SANS 1200 GA	FALSEWORK, FORMWORK AND CONCRETE FINISH Vertical formwork to provide (class of finish indicated as F1, F2, F3 or board) surface finish to (description of member to which applicable)				
5.1		(a) Class F2 surface finish to:				
5.1.1		(1) vertical back side & front btm nib of structure	m ²	784		
5.1.2		(2) vertical walls of abstraction works	m ²	585		
5.2		(b) Class F1 surface finish to:				
5.2.1		(1) Side panels when casting alternatively	m ²	250		
5.2.2		(2) vertical walls of abstraction works	m ²	15		
5.2.3		(3) soffit of roof slabs	m ²	30		
5.2.4		(4) vertical walls less than 300mm thick	m	20		
5.3		Inclined formwork to provide (class of finish indicated as F1, F2, F3 or board) surface finish to (description of member to which applicable)				
5.3.1		(a) Class F2 surface finish to:				
5.3.2		(1) to the sloped section of the weir on the front	m ²	1100		
TOTAL CARRIED FORWARD TO SUMMARY						

Item	REF	Description	Unit	Quantity	Rate	Amount R c
6,00	8.3.2	CONCRETE FOR STRUCTURES				
6.1		WEIR				
		Cast in situ concrete:				
	8.4.2	(a) Class of concrete and part of structure or use indicated				
6.1.1		(1) Class 20/76 MPa Concrete; weir	m ³	831		
6.1.2		(2) Class 20/76 MPa Concrete; filling of foundation cavities as directed by Engineer	m ³	25		
6.1.3	8.4.4	(b) Construction joints as detailed, rate to include formwork etc	m	42		
6.2	8.4.2	ABSTRACTION WORKS				
		Cast in situ concrete:				
		(a) Class of concrete and part of structure or use indicated				
6.2.1		(1) Class 30/19 MPa Concrete	m ³	25		
6.2.2		(2) Class 30/19 MPa Concrete; filling of foundation cavities as directed by Engineer	m ³	10		
6.2.3		(3) 50mm thick Class 15/19 Mpa blinding concrete	m ²	12		
6.2.4		(b) High tensile steel bars:				
		14 mm and under	t	50		
6.2.5		16mm and over	t	95		
TOTAL CARRIED FORWARD TO SUMMARY						

Item	REF	Description	Unit	Qty	Rate	Amount R c
7.1		TESTING MATERIALS AND WORKMANSHIP				
7.1.1		(a) Other special tests requested by the engineer	Prov Sum	1,0	150 000,00	150 000,00
7.1.2		(b) Inspection of Materials by Inspectors appointed by the Engineer (Pull out Test)	Prov Sum	1,0	100 000,00	100 000,00
7.1.3		Handling cost and profit in respect of sub-item 7.1.1 and 7.1.2 above.	%	250000,00		
7.2		OTHER SUNDRY ITEMS				
	SANS 1200 HA	Stainless Steel Specials				
		1. Supply, handle and replace and set steel valves as detailed, rate to include bolts, nuts and gaskets (Table 1600)				
7.2.1		(a) 900mm diameter waterworks gate valve with handwheel (penstock)	No	1		
7.2.2		(b) 1200mm diameter waterworks gate valve with handwheel (penstock)	No	1		
7.2.3		(c) 2000mm diameter waterworks gate valve with handwheel refurbishment (penstock)	No	1		
7.2.4		(d) 300mm dia x 1800mm long FL/PE steel pipe protection from erosion	No	1		
7.3		Ladders				
		Manufacture and supply hot dipped galvanised mild steel access ladder for chambers - length to suit as per Drawings				
7.3.1		a) 2000mm dia sluice	No	1		
7.3.2		b) Wing Wall access	No	1		
TOTAL CARRIED FORWARD TO SUMMARY						

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C3 SCOPE OF WORKS

C3.1 DESCRIPTION OF WORKS

C3.1.1 Employer's objectives

The employer's objectives are to deliver adequate public infrastructure and services to communities residing within its boundaries, and in this instance to refurbish Nkandla Weir so as to improve and restore full supply to the community.

C3.1.2 Overview of the works

The works comprises the Construction Related Activities Associated with the Proposed Refurbishment of the Nkandla Weir

C3.1.3 Extent of the works

Material will be supplied by the contractor, the detail of which is indicated on the Schedule of Quantities and Specifications. This material should be directly delivered to the contractor's site office and the contractor will allow for offloading, handling, storage and stacking at the point of delivery, and the further distribution thereof to locations where this material is required, and finally for the complete installation of this material, which should include for all labour, plant and auxiliary items required.

The contract is for the supply of all labour, plant and materials to complete the works comprising of the completion, testing and commissioning of the following components of work:

General

- Site establishment and removal of establishment on completion.
- Complying with relevant health and safety regulations.
- Management and supervision of contract.

Included Work

This contract provides for:

- The maintenance of records and accurate measurements of the works for certification by the Engineer.
- The compilation of as-built drawings on completion of the works.
- The supply and application of all safety equipment and clothing applicable to the works.
- The supply of all plant, equipment, materials, transport, labour, incidentals, fuels etc. and supervision to carry out the works.
- The removal of all redundant material, rubble and spoil to the designated Municipal dump area, or other designated area as directed.
- The construction and testing.
- Payment of import and custom duties.

- Transportation and delivery to the designated site in and in the vicinity of the site as required in terms of scope of works.
- Supervision of erection of the contract works, i.e. offloading from transport, safe storage, handling to situation, installing, setting to work, testing, maintaining prior to the practical completion date and all other work incidental thereto.

Scope of Work

- LEFT BANK:
 - Extend the left wing wall by 5m and raise the new extension by 2m to a top level of 872.5m.
 - Fill the eroded bank downstream of the weir with mass concrete, support the DN300mm pipeline outlet
- SLUICE GATES AND SUPPORTING INFRASTRUCTURE:
 - Replace 3 No. sluice gate pedestals and hand wheels and replace 1 No. spindle.
 - Raise the weir walls around the sluice gate pedestals by 500mm and construct cover slabs.
 - Install 1 No. cat ladder to the scour sluice gate and handrails around all pedestals.
- RIGHT BANK:
 - Extend the right wing wall by 19m and raise the new extension by 1m to a top level of 871.0m.
 - Fill the eroded bank downstream of the weir with mass concrete.
 - Construct the gabions bank protection upstream and downstream to a total length of approximately 25m long, also to act as spillway in case of overtopping due to flooding.
- WEIR BASIN:
 - Remove approximately 20 000m³ of silt from the weir basin and spoil at a suitable site (still to be identified).

C3.1.4 Location of the works

The project site is situated within the King Cetshwayo District Municipality, KZN and located within Nkandla Local Municipality. The central co-ordinates of the area are approximately 28°32'59"S; 31° 09' 29"E.

C3.2 ENGINEERING

C3.2.1 Design services and activity matrix

Responsibilities for the design and activity matrix can briefly be classified as follows:

- Final design for fixed works : Employer
- Design for temporary works : Contractor

- Preparation of as-built drawings : Contractor

C3.2.2 Employers design

The employers design is depicted on the tender drawings, and provides for detailed design of all of the fixed works. The drawings will be issued as construction drawings upon the award of the contract.

C3.2.3 Contractors design

The contractor to note that the reservoir site is found to be dominated by predominated upper residual horizon comprising of clayey silt. The lower ground horizon comprises of fine-grained clayey sand.

The contractor to at the outset satisfies the Engineer as to the construction methodology to be followed, in particular with regards to the tie-in and disconnection of existing services and will not proceed until this has officially been approved. Approval thereof will however not transfer the responsibility for safe working practice from the contractor, who will remain responsible thereof.

C3.2.4 Drawings

The drawings used for setting up the Schedule of Quantities are as follows:

DRAWING NO.	DESCRIPTION

C3.2.5 As-built drawings and information

All information in possession of the contractor that is required by the Engineers representative on order to complete the as-built drawings and to prepare a completion report for the employer must be submitted to the engineer's representative before a Completion Certificate will be issued for the works.

C3.3 PROCUREMENT

C3.3.1 Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preferencing schedule.

C3.3.2 Scope of mandatory subcontract work

Competitive Tenders shall be invited in respect of each of the above portions of the works in accordance with the relevant provisions of the latest edition of the CIDB Standard for Uniformity in Construction Procurement.

The Employer together with the Contractor shall evaluate the Tenders received in accordance with the provisions of the Standard Conditions of Tender contained in Annex F of Standard for Uniformity in Construction Procurement. The evaluation panel shall comprise equal representatives from the Employer and from the Contractor.

The Contractor shall without delay, enter into contract with the successful Tendering subcontractor based on their accepted Tender submission. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

C3.3.3 Sub-contracting

As required by Clause 4.4 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 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.

C3.4 CONSTRUCTION

C3.4.1 Standard Specification

The standard specifications on which this contract is based are the Standard Specifications for Civil Engineering Construction (SANS 1200).

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

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

SANS 1914-1 to 6 (2002): Targeted Construction Procurement

SANS 1921 – 1 (2004): Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works and where accommodation of traffic is involved

SANS 1921-2 (2004): Construction and Management Requirements for Works Contracts; and Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor

C3.4.2 Project Specifications

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

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

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

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

PART A: PROJECT SPECIFICATIONS

PS1.1 WORKS SPECIFICATIONS

PS1.1.1 Applicable national and international standards

All construction work must be undertaken in accordance with the Standard Specifications for Civil Engineering Construction SANS 1200. Together with the amendments as indicated in PART A: Project Specifications, PART B1: Variations and Additions to Standardised Specifications, of this document.

Although not bound in nor issued with the Document, the following Sections of the Standardized Specifications of SANS 1200 shall form part of this Contract:

STANDARDIZED SPECIFICATIONS APPLICABLE TO THIS CONTRACT

SANS 1200A	:	General
SANS 1200C	:	Site Clearance
SANS 1200D	:	Earthworks
SANS 1200DB	:	Earthworks (Pipe Trenches)
SANS 1200DK	:	Gabions and pitching
SANS 1200DM	:	Earthworks (Road, subgrade)
SANS 1200G	:	Concrete (Structural)
SANS 1200H	:	Structural Steelwork
SANS 1200HC	:	Corrosion Protection of Structural Steelwork
SANS 1200L	:	Medium Pressure Pipelines
SANS 1200LB	:	Bedding (Pipes)
SANS 1200ME	:	Sub-base

The SANS classification as indicated above shall be the latest revision of the relevant standard.

The term “project specification/s” appearing in any of the SANS 1200 Standardized Specifications shall be replaced with the term “scope of work”.

The abovementioned Standardized Specifications 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.

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

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

SANS 1914-1 TO 6 (2002): Targeted Construction Procurement

SANS 1921 – 1 (2004): Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works and where accommodation of traffic is involved:

SANS 1921-2 (2004): Construction and Management Requirements for Works Contracts; and Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor.

Standard Specification for Civil Engineering Construction (SANS 1200 Series)

Model Preambles of Trades - 1999 Edition

National Building Regulations

PS1.2 PLANT AND MATERIALS

PS1.2.1 Plant and materials provided by the employer

No plant or material will be provided by the employer.

PS1.2.2 Materials and samples

All tests must be done in accordance with TMH 1 “Standard Methods of Testing Construction Materials”.

The contractor, when using materials that are required to comply with any standard specification, shall, if so ordered, furnish the engineer with certificates showing that the materials do so comply.

Where so specified, materials shall bear the official mark of the appropriate authority. Samples ordered or specified shall be delivered to the engineer's office on the site free of charge.

Where proprietary products have been specified, similar products may be used subject to the prior written approval of the engineer.

Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the relevant manufacturer's current published instructions.

Unless anything to the contrary is specified, all manufactured articles or materials supplied by the contractor for the permanent works shall be unused.

Earth, stone, gravel, sand, and all other materials excavated or present on the site or within the road reserve, or in borrow areas shall not become the property of the contractor, but will be at his disposal only in so far as they are approved for use on the contract.

Existing structures on the site shall remain the property of the employer and except as and to the extent required elsewhere in the contract, shall not be interfered with by the contractor in any way.

Materials to be included in the works shall not be damaged in any way and, should they be damaged on delivery or by the contractor during handling, transportation, storage, installation or testing they shall be replaced by the contractor at his own expense.

All places where materials are being manufactured or obtained for use in the works, and all the processes in their entirety connected therewith shall be open to inspection by the engineer (or other persons authorised by the engineer) at all reasonable times, and the engineer shall be at liberty to suspend any portion of work which is not being executed in conformity with these specifications”.

The contractor shall satisfy himself that any quarry selected for use provides the necessary mined material in accordance with the specification.

PS1.3 CONSTRUCTION EQUIPMENT

PS1.3.1 Requirements of equipment

The Contractor shall ensure that any equipment, plant and machinery used on site is safe for use. The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations 2014

shall apply. The Contractor shall ensure that operators are competent and that certificates are kept on site in the health & safety file. All relevant Contractors must ensure the same.

PS1.3.2 Equipment provided by the employer

No equipment will be provided by the employer.

PS1.4 EXISTING SERVICES

PS1.4.1 Known services

It is not foreseen that any existing underground service will require removal, realignment or temporary replacement. However, it will be required by the Engineer that before any work can commence, in close proximity to the proposed work, that the contractor verify the actual position of each service and bring to the attention of the Engineer any service that is not recorded.

As the contractor is not authorised to remove or replace these facilities he shall:

- (i) Give preliminary notice, in writing to the relevant service provider, that the services on the site will require removal or protection prior to works being carried out in the vicinity of each station. The contractor shall advise the service provider of:
 - a) The number of services and their locations and
 - b) The proposed dates when works will commence in the vicinity of each service.
- (ii) In addition to the above preliminary notice, give the service provider 14 days written notice of the intention to commence work in the vicinity of each facility.
- (iii) Upon completion of the work in the vicinity of each facility, the contractor shall notify the service provider, in writing, that work is complete and the service may be reinstated.

PS1.4.2 Damage to services

Any cost of repairs, replacement and/or installation of the stations and equipment resulting from the contractor's negligence or unauthorised action shall be to the contractor's account.

PS1.5 SITE ESTABLISHMENT

PS1.5.1 Services and facilities provided by the employer

The Employer will not provide any of the following services.

- electricity
- water supply
- telecommunication services
- ablution facilities
- accommodation
- medical / first aid facilities
- fire protection services
- security

PS1.5.2 Contractor's camp

The campsite earmarked for this contract will be located within the project footprint. The campsite will be identified after the appointment of the contractor.

PS1.6 SERVICES AND FACILITIES PROVIDED BY THE CONTRACTOR

PS1.6.1 Contractor's camp

The Contractor needs to take full cognisance of the local regulations regarding the clearing of bush and felling of trees. No trees may be removed without the Engineer's written permission. In establishing and maintaining the camp site due cognisance of the requirements of the project specification and EMP are to be taken.

The standard of the Contractor's camp, offices, accommodation, ablution, and other facilities must comply with the requirements of the authorities concerned. Details of the above shall also be submitted to the Engineer for approval.

PS1.6.2 Facilities for the Engineer

Engineers site office

PS1.6.3 Electricity

The Contractor must make his own arrangement with the Nkandla Local Municipality for a supply from their network if so required.

The Contractor may allow in his tender under the relevant items in the Preliminary & General Section of the Schedule of Quantities for a metered connection. The rate(s) must provide full compensation for the installation, maintenance of the connection and meter, the removal of the connection on completion of the contract, the reading of the meter and monthly consumption charges payable to the Nkandla Local Municipality.

Supply is not guaranteed and the Contractor must provide at his own expense sufficient backup generators to prevent any loss that might occur due to an interruption of supply should he deem this to be a potential risk to his construction activities.

PS1.6.4 Water

The Contractor must make his own arrangement with the Nkandla Local Municipality / King Cetshwayo District Municipality for a supply from their network if so required.

The Contractor should allow for a metered water connection in his tender under the relevant items in the "Schedule of Quantities".

The rate(s) must provide full compensation for the installation, maintenance of the connection and water meter, the removal and making good of the connection on completion of the contract, the reading of the water meter and monthly consumptions charges payable to the Nkandla Local Municipality / King Cetshwayo District Municipality. Supply is not guaranteed and the Contractor must provide at his own expense sufficient storage capacity to prevent any loss that might occur due to an interruption of supply should he deem this to be a potential risk to his construction activities.

The Contractor shall further make his own arrangements regarding the possible conveyance and storage of water where required. Water for construction purposes obtained from the metered supply or from raw water sources by arrangements with the Nkandla Local Municipality / King Cetshwayo District Municipality.

PS1.6.5 Sanitary arrangements

No formal water borne sewer connection is available. If so required, the Contractor must make his own arrangement for a conservancy tank to be installed at the camp site and must make allowance for the regular draining of the conservancy tank by means of honey sucker tankers and dispose of the sewerage at nearby WWTW.

The rate(s) must provide full compensation for the installation, maintenance of the all the sewer pipework and conservancy tank, regular draining of the conservancy tank, the removal of the sewer pipework and conservancy tank upon completion of the contract.

The Contractor shall provide portable chemical latrines. All latrines must, for the duration of the contract, be kept in a clean and hygienic condition to the satisfaction of the Engineer. Sufficient facilities shall be provided for the contractor's employees in compliance with the local health department regulations.

The Contractor shall arrange for a suitable toilet for use by the Engineer. (This may be shared with the Contractor).

PS1.6.6 Waste-water control

Liquid waste may not be disposed of directly into the ground or watercourses. Liquid waste that is removed from site must be disposed of into the nearest municipal sewage reticulation system unless it does not comply with the Nkandla Local Municipality / King Cetshwayo District Municipality discharge standards.

All runoff from truck washing areas and wash water from concreting vehicles and other equipment shall be collected and directed to a settling dam, HDPE lined, 10m x 4m x1m deep. Lining to be HIDRILINE 400 (400 microns) with joints sealed using the HYPERFLEX jointing system. The overflow pipe is to be connected to a temporary 160mm diameter uPVC pipe with discharge to a suitable watercourse.

All liquid waste from vehicle maintenance and runoff from workshops, fuel depot etc. is to be collected and disposed of via a licensed waste disposal contractor. Where possible this liquid should be sent for recycling. On completion of the contract, the dam is to be removed.

PS1.6.7 Fire protection

The Contractor shall provide adequate firefighting equipment in his working area (including first response vehicle equipped with firefighting equipment). The type, capacity, location and number of items of firefighting equipment shall be to the satisfaction of the Employer's and relevant Forestry Safety / Fire Manager. The Contractor shall also ensure that his employees are trained in the operation of the equipment.

Special attention will have to be given when working in areas adjacent to the commercial plantations and adequate firefighting equipment to be available for emergencies.

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.

PS1.6.8 Refuse and wastes

Separate waste disposal facilities are required for dry/wet concrete; bricks; general rubble and general domestic refuse such as paper, tins, plastics and glass.

The Contractor will make arrangements with a waste disposal company for the removal of waste at regular intervals to the solid waste disposal site currently used by Nkandla Local Municipality / King Cetshwayo District Municipality.

PS1.6.9 Accommodation and transport

The Employer will not provide any accommodation for the Contractors employees.

No accommodation for employees is to be provided on the Construction site or the Contractors laydown area

A 24 hour, seven days a week presence of security personnel will be permitted if required by the Contractor.

Transport of contractor's local employees to the Construction Site or lay-down area will be the responsibility of the Contractor.

PS1.6.10 Site facilities

The Contractor is responsible for providing appropriate toilets and ablution facilities and for the maintenance thereof. This aspect is also covered in the Environmental regulations and the Contractor is to specify the details of what is intended to be provided in the Contractors Environmental Management Plan.

The Contractor is responsible for providing suitable site offices at the Contractors lay-down area for the Engineer and his own personnel with all required fittings, furniture and office equipment and services for his employees and for the maintenance and cleanliness thereof.

The Contractor is responsible for providing a suitable shaded eating area in the Contractors-laydown area with tables and seating and for the maintenance and cleanliness thereof.

PS1.6.11 Security

The Contractor is responsible for the security related to the Construction Site and the Contractors lay-down area.

The Contractors lay-down area must be protected by a suitable security fence and the fence is to be covered with green shade cloth as specified in the Environmental Regulations in this Contract.

The Employer is not liable for losses of the Contractor's or his Subcontractor's plant, equipment or materials from his designated working area, although it has been fenced off.

The Contractor is to set up an appropriate system to secure the Construction Site and the Contractors lay-down area to manage and control all incoming and outgoing personnel, visitors and traffic. The Contractor is to provide details of what he proposes in this regard and the Contractors authority includes the right to search any person or vehicle before entry or exit and to refuse entrance to Site to any person not meeting security requirements.

When objects have been found or lost at Site this shall be reported immediately to the Construction Managers Site Office and a register should be kept to this effect from time to time as required, the Engineer will issue appropriate directives or procedures regarding security and access to Site, which promulgations will be strictly adhered to by the Contractor.

Any breach of security must be reported to the Engineer immediately.

PS1.6.12 Safety and first aid

All site facilities must confirm to the Occupational Health and Safety Act (Act No 85 of 1993). The Contractor shall provide first aid facilities complying with the requirements of this Act for his employees as well as the employees of his Sub-contractors and/ or visitors on site.

PS1.6.13 Storage facilities

The Contractor is responsible for ensuring that all equipment and materials required under his Contract are delivered to his working area and for the receipt, offloading and storage of the delivered goods.

PS1.6.14 Laboratory facilities

Although it shall not be a requirement of this Contract that the Contractor supply and maintain a testing laboratory on site, the proposed off-site commercial laboratory to be used shall be approved by the Engineer prior to any testing for this Contract being conducted therein.

The Contractor shall provide and allow for his own facilities, operations and procedures for the testing of materials and the process control testing of materials and workmanship in order to ensure compliance with the requirements of the specifications. The Engineer will only carry out control testing. Laboratory facilities and testing apparatus can either be provided on the Site of Works or the Contractor may make use of a private laboratory to be approved by the Engineer.

The Engineer will not consider any claims related to delays to the Works due to test results being awaited. It is in the Contractor's own interest to ensure that samples and/or the necessary facilities are provided timeously.

Should the Contractor decide to use an outside or private laboratory, the tendered amount shall include for the Contractor's overheads, profit and all costs associated with the use of the outside laboratory (including transport of samples).

PS1.6.15 Vehicles and equipment

"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 2014. The Principal Contractor and all relevant Contractors shall inspect and keep records of inspections of the construction plant used on site. Only authorized/competent persons are to use machinery under proper supervision. Appropriate PPE and clothing must be provided and maintained in good condition at all times.

PS1.6.16 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 2014 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.

PS1.6.17 Advertising rights

The Contractor shall not publish, or cause to be published, any papers, articles or information relating to this project, nor permit any advertising mentioning the subject of this Contract, nor display, or permit to be displayed, any advertisements on the Site, or elsewhere, in connection with this Contract, without

the prior permission, in writing, of the Employer. The Contractor shall be responsible for the observance of this Clause by his employees and by his Sub-Contractors.

PS1.6.18 Notice boards

The Contractor shall provide two contract name boards. Detail of the Name board is bound in at Section C5, Annexure A of this document. The Engineer will clarify the positions of the boards on the site.

PS1.7 SITE USAGE

The extent of the works is indicated on the appropriate drawings and the contractor has to restrict his activities to within practical limits and servitude so as to ensure the least possible area is disturbed.

Further commercial plantations outside the township boundary are considered no-go areas for the duration of the contract.

PS1.8 WATER FOR CONSTRUCTION PURPOSES

Refer to PS6.4. Contractor will be responsible for making his own arrangements in this regard.

PS1.9 SURVEY CONTROL AND SETTING OUT OF THE WORKS

Control beacons for setting out the proposed works will be shown to the Contractor on official handing over of the site. The Contractor shall be responsible for setting out of the works. A registered Land Surveyor shall replace control or any property beacons damaged by the Contractor during the course of construction at his cost.

PS1.10 CONSTRUCTION MANAGEMENT

Construction management of the works

PS1.10.1 Applicable SANS 1921 standards

SANS 1921 – 1 (2004): Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works and where accommodation of traffic is involved:

SANS 1921-2 (2004): Construction and Management Requirements for Works Contracts; and Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor.

PS1.10.2 Planning and programming

A detailed programme is required within 7 days after the commencement date. 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 week, together with the manner in which the listed plant is to be used, as well as the anticipated earnings for the various sections of work.

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 work, the quantities of work performed per week 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 2 days 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 for completion as defined in Clause 5.6 of the General Conditions of Contract plus 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 programme shall be sufficient reason for the Engineer to take steps as provided in Clause 5.7 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 of the Engineer to instruct to vary the programme if required by circumstances. The contractor is also referred to Clause 5.6 of the General Conditions of Contract when drawing up his programme.

Tenderers shall, with their tenders, submit to the Engineer a preliminary programme in the form of a bar chart indicating for each portion of the works, the proposed order and rate of progress of the various construction activities. The programme shall be consistent with the construction period tendered to complete the contract.

The successful tenderer shall be required to take cognisance when preparing the construction program and shall note the following:

The programme shall be in the form of a bar chart (Gantt chart) or any other time-activity form acceptable to the Engineer, and shall clearly show:

- i) The proposed rate of progress in order to complete the works within the required period as tendered, showing the various activities, their durations and proposed resourcing levels (major plant and labour) for each element of the works. Sufficient detail shall be provided to enable the Engineer to be able to gauge construction progress. All activities, including establishment on site, trimming and finishing and the completion of all minor ancillary works are to be included in the programme.
- ii) The sequence of activities and any dependencies (time or resource related) between them.
- iii) The critical path activities.
- iv) Key dates in respect of work to be carried out, or information, etc., to be provided, by others.
- v) Other information specifically required by the Engineer.

In drawing up the programme the contractor shall make allowance for the following:

- a) Construction of all works is to be completed in 12 months.

- i) All special non-working days are defined in C1.3.1: Conditions of Contract, Part 3: Contract Specific Data, Clause 5.8.1.
- ii) The expected delays defined in Section C3: Scope of Works Part A, PS 10.6.22: Extension of time resulting from inclement weather.
- iii) Known physical conditions or artificial obstructions.
- iv) Occupational, Health & Safety approvals.
- v) The accommodation and safeguarding of public traffic.
- b) Restrictions on the supply of material from commercial sources.
 - vi) Allowance must be made to accommodate sub-contractors working on the site such as electrical and gas contractor.
 - vii) Environmental requirements as per Specification.
 - viii) Geotechnical aspects which could have an impact on the works.
 - ix) On site access as per own requirements and construction methodology.
 - x) Critical aspects which could have an impact on the works.
 - xi) Accommodation of traffic for access and egress from Medway Road.

The following details shall be submitted together with the programme:

- (i) The number of working hours per day, working days per week, assumed holiday or shut down periods on which the programme is based.
- (ii) The overall labour and major plant resource levels and production rates on which the programme is based.
- (iii) The detailed traffic accommodation proposals on which the programme is based.
- (iv) A budget forecast of the value of completed work, excluding CPA and contingencies but including VAT, month by month, for the full contract period.

These additional items shall also be revised when any revision is made to the programme.

Failure to comply with these requirements entitles the Engineer to use a programme based on his own assumptions to evaluate claims for extension of time for completion of the works, or for additional compensation.

Minor revisions to the approved programme may be introduced from time to time by mutual agreement between the Contractor and the Engineer. Should the Engineer believe that a major revision of the programme is required, the Contractor will be notified in writing and an updated programme shall be submitted within two weeks of receipt of such notification.

It should be noted that it is in the Contractor's interest to provide a comprehensive programme giving as much information as possible about the times allowed for the various activities as well as resource or other limitations affecting the programme, since the approved programme may be used to evaluate any claims in terms of the General Conditions of Contract for extension of time.

The Contractor shall submit to the Engineer, at least three working days before each monthly site meeting, copies of the following:

The contract programme with progress charts and programme graphs updated to reflect the actual progress to date.

A summary of progress on site over the month preceding the site meeting. The report shall be in the form of a detailed narrative to the contract programme.

Details of activities running late, indicating what steps have been or will be taken to ensure that the work is completed within the specified time.

A report on all labour, plant and materials on site.

All other appendices to the monthly site meeting minutes, as required by the Employer."

c) Programme revisions

The programme will be reviewed at the monthly site meetings at which the contractor shall provide sufficient detail that will allow the comparison of completed work per activity against the original approved programme. The contractor shall indicate what resources and programme changes he intends to implement in order to remedy any activity that has fallen behind. The engineer may demand from the contractor a major revision of the programme. Such a revision shall be submitted for approval within fourteen days of the demand."

PS1.10.3 Sequence of the works

No phased construction is anticipated.

PS1.10.4 Software application for programming

Microsoft Projects will be the software platform used for preparing and providing the programme in accordance with the requirements as set out in the specification.

PS1.10.5 Methods and procedures

PS1.10.5.1 Contractors' areas and housekeeping

Before moving onto Site, the Contractor shall indicate how he intends to utilise the Construction site and Contractors lay-down area. The Contractor shall indicate proposed locations of offices, ablutions and toilets, stores, car park, equipment park, pre-cast yard etc. for the Engineer's approval.

All persons on Site are expected to contribute towards keeping the Site orderly and tidy. Rubbish, such as cartons, papers, tins and bottles shall be suitably disposed of.

The Contractor and his Subcontractors shall only store waste material, rubbish, spoil, etc, at places and in a manner designated by the Engineer.

Rubble and waste construction materials may not be buried or burnt.

The Contractor shall ensure that his working area and that of his Subcontractors' is kept neat, tidy and clean at all times.

If the Contractor fails to maintain satisfactory standards of housekeeping to the reasonable satisfaction of the Engineer, then the Engineer may undertake this work with other resources and back-charge the cost to the Contractor.

The Contractor's work is not completed until he has tidied and cleaned his working area to the reasonable satisfaction of the Engineer.

PS1.10.5.2 Access

The Engineer shall have the right to enter at any reasonable time, any part of the Contractor's working area or offices.

PS1.10.5.3 Hours of work

Although the Site will be accessible 24 hours a day, the Contractor is required to define his standard working hours which must comply with statutory requirements.

The Contractor is reminded that every employee shall take at least 24-hour continuous rest in any period of seven days.

Requests for working outside these agreed hours shall be made to the Engineer at least 24 hours in advance in the prescribed format.

The Contractor shall ensure that adequate supervision is provided outside normal working hours.

PS1.10.5.4 Restricted areas

Various areas of the Site may be designated from time to time as restricted for some reason. Notices of these areas will be issued by the Engineer in writing. All personnel are expected to observe the conditions laid down in these notices.

The Contractor's employees must follow the defined roads and walkways when coming to or leaving their normal workplace. Taking short cuts through other sections of the Works is not permitted.

PS1.10.5.5 Emergency procedures and safety

The Contractor will prepare issue procedures for warnings of emergency, evacuation arrangements, communication arrangements and responsibilities for action in an emergency.

The Contractor shall submit a list of names and telephone numbers of persons to be contacted in case of accident or emergency outside normal working hours.

PS1.10.5.6 Access to and within the site

Access to the site of the works can be obtained from the R68 provincial road and off-ramp toward Mhlathuze River, Nkandla via P226 paved road.

The contractor must evaluate the construction space, site conditions and constraints together with any other aspect that may influence his construction activities and or methodology and allow for it in his tendered rates. No additional claims will be considered in this regard.

No separate payment shall be made for this as all costs related thereto shall be deemed to be covered by the tendered rates.

PS1.10.5.7 Possible areas for stockpiling or spoiling of material

Suitable areas for the temporary stockpiling of topsoil will be in areas as agreed with the Engineer.

All spoil material shall be hauled to and disposed of at the Municipal Refuse Site.

Excesses clean sand material, which is to be spoiled, shall be transported and stockpiled on a site indicate and approved by the municipality.

PS1.10.5.8 Dust control

The Contractor shall apply water using a water tanker at regular intervals to access and construction roads where dust is causing a nuisance. The application rate should be sufficient to keep the routes dust free during the movement of construction equipment.

PS1.10.5.9 Delivery of material

The Contractor shall ensure that all material delivered and removal vehicles carrying loose material are suitably covered to prevent the loss of material. The rates tendered shall include for suitable covers including for sub-contractors supplying or removing materials.

PS1.10.5.10 Source of materials

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

PS1.10.5.11 Borrow site and spoil areas

All spoil material shall be hauled to and disposed of at the Municipal Refuse Site located at nearest point. Any spoil sites other than the Municipal Refuse Site shall be determined on site in conjunction with the Engineer. The Contractor shall be permitted to use only those spoil areas approved by the Engineer.

PS1.10.5.12 Nature of ground conditions

Geotechnical assessment of the site was undertaken. Before tendering the Contractor must form his own opinion by his independent enquiry and observation as to the character of the strata through which the excavations are to be made.

PS1.10.5.13 Groundwater

Some groundwater seepage through the ground profile should be anticipated after periods of rainfall.

The elevation of groundwater seepage is influenced by the rainfall and during the wet season the elevation of the perched water table can rise particularly after prolonged heavy storm events.

The subsoil conditions in existence must be evaluated by the contractor for any aspect that may influence his construction activities and or methods of construction allowance for de-watering of trenches and excavations so as to make allowance therefore in his tendered rates.

No separate payment shall be made for this as all costs related thereto shall be deemed to be covered by the tendered rates.

PS1.10.5.14 Flooding

The site is prone to very high rainfalls during summer. With the typical high-water tables, the excavations may easily become flooded. The Contractor shall take the necessary temporary precautions to direct storm water and heavy Mhlathuze River destructive floods away from his excavations, work areas, temporary works and haul roads.

PS1.10.5.15 Dealing with water

Where necessary, the Contractor shall construct temporary drainage channels to divert ground water from his excavation, work areas, temporary works and haul roads and should this be necessary excess water must be pumped out.

No compensation for any variation of the actual conditions during construction from data given will be considered. Neither will additional compensation be considered for data omitted or inaccurately given. The rates tendered shall allow for the requirements of this clause and all incidentals.

PS1.10.5.16 Maintenance

The Contractor shall be responsible for maintenance of the works until final completion of the works.

PS1.10.5.17 Finishing and tidying

On no account must rubble and spoil materials, other materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of other Contractors or Authorities.

Finishing and tidying must not simply be left until the end of the construction period. The Contractor will be entitled, subject to prior agreement with the Engineer and within reasonable limits, to request that work in a particular area and/or work of a particular discipline, be inspected for partial completion. The specified defects liability period in respect of any specific section of the Works shall commence on the date on which the relevant section is accepted by the Engineer as being completed, i.e. fully commissioned, including finishing and tidying.

On completion of the contract the Contractor shall ensure that all materials used in the construction of the temporary site office, workshop and storage yard are removed from site. Waste materials such as construction debris and soil contaminated with oil and fuel are to be disposed of at the solid waste disposal site used by the Nkandla Local Municipality / King Cetshwayo District Municipality. Prior to the handover of the Site to the Employer, the Contractor and the Engineer will conduct a post construction audit to determine if any additional measures are to be taken. The Completion Certificate will only be issued after this stage.

PS1.10.5.18 Security Regulations

PS1.10.5.18.1 General

All personnel on Construction Site or Contractors lay-down area must possess an identification card supplied by the Contractor. Particulars to be reflected on the identification card include at least the surname and initials of the employee together with an identity number and occupation and a recent photograph.

Only persons with legitimate business on the Construction Site or Contractors lay-down area and in possession of positive identification are allowed access to these areas.

PS1.10.5.18.2 Vehicles

Contractors' and visitors' cars are not allowed within the Construction Site area. Cars must be parked in the car park at the Construction lay-down area.

A limited number of Contractor vehicles will be allowed entry to the Construction Site and suitable vehicle entry discs should be issued by the Contractor at the discretion of the Engineer on receipt of an application signed by the Contractor.

No motor cycles, two wheel or four-wheel types will be allowed on the Site.

PS1.10.5.18.3 Visitors

Visitors are subject to all rules of identification, safety and discipline and if occasional must be accompanied by a host who has undergone formal Safety induction for the Construction Site. Regular visitors can apply for a permanent identification card but are then obliged to attend the Construction Site Safety

induction program. A visitor is regarded to be a "regular" visitor if he/she visits the Construction Site once or more per week.

Visitors must be provided with, or provide their own, mandatory Personal Protective Equipment.

PS1.10.5.18.4 Recruiting

No recruiting of personnel will be allowed at the Construction Site or Contractors lay-down area.

PS1.10.5.19 Site Instruction Book

The Contractor shall supply, at his own expense an A4 size triplicate book which shall be kept in the site office. All correspondence between the Engineer's and Contractor's site staff shall be entered into this book, and each entry signed and dated by both parties. It shall be available from the first day of the contract and at all times be accessible to the Engineer.

The original shall be issued to the Contractor, the first copy is to be forwarded to the office of the Engineer and the second copy shall remain in the book. Engineer's version of the entries that have been lost will be assumed correct and binding. If the Contractor should lose the book it will be considered a grave offence on his part. In such case the Engineer's version of the entries that have been lost will be assumed correct and binding.

PS1.10.5.20 Daily records

A site diary is to be compiled jointly by the contractor's and the employer's representative on site and is to be signed and agreed by both parties. The original signed copy is to be retained by the employer's representative.

The contractor is to keep daily records of people and equipment on site in a format to be agreed by the employer's representative, and provide copies to the employer's representative when requested.

PS1.10.5.21 Permits

No security/entrance permits are required by the contractor's personnel to enter the site.

PS1.10.5.22 Extension of time for completion

PS1.10.5.22.1 Climatic records and claims for extension of time arising from climatic conditions

The Contractor shall record all rainy and windy periods during the execution of the Works. The recordings shall be submitted to the Engineer's Representative on a weekly basis, together with a statement recording the Contractor's opinion of the effect on the progress of the Works and on his construction program of any climatic conditions which he may consider to be abnormal and/or to constitute a reason for an extension of the time for Completion of the Works.

Claims for an extension of Time for Completion due to climatic condition whether it may be an initial or final claim in accordance with Clause 5.12 of the General Conditions of Contract (GCC), shall be submitted to the Engineer's Representative on a weekly basis, notwithstanding any provisions or conditions contained in the GCC to the contrary, in order that such claims may be investigated at the time.

Should the Contractor wish to invoke or submit a claim for extension of time for the completion of the Works due to the Works being delayed by reason of climatic conditions he shall do so in writing giving, inter alia, the following details:

- (1) (a) The periods and time work or the works was stopped and proceeded with.

- (b) A report on resources on site, active and/or in readiness, at the time of the alleged delay or disruption,

The reports shall be certified by the Engineer's representative.

- (2) The reasons construction could not or cannot (as the case may be) proceed or commence, with reference to the approved construction program activities and an identification of the crucial path activity affected.
- (3) The circumstances surrounding any instruction by a third party to stop work due to inclement weather such as Industrial Council Officers, etc.

Only when works shall have been completed in terms of Sub-Clause 5.5.1 of the GCC shall the extension of time for completion resulting from climatic conditions, if any, be finalized by the Engineer.

PS1.10.5.22.2 Principles and method for granting extension of time resulting from climatic conditions

"Normal climatic conditions" shall not be deemed to constitute "circumstance of any kind" in terms of Sub-Clause 5.12 of the Conditions of Contract.

Extension of time resulting from "abnormal climatic conditions" in terms Clause 5.12 of the Conditions of Contract shall be determined in accordance with the rainfall formula contained in PS10.6.23.

PS1.10.5.23 Weather conditions

No extensions of the time for completion shall be granted on the grounds of normal rainfall conditions, but extension of time in terms of Clause 5.12.2.2 of the General Conditions of contract on the grounds of abnormal rainfall or wet conditions shall be calculated separately for each calendar month or part thereof, according to the following formula. It shall be calculated as follows for the time for completion, including any extension thereof:

$$V = \frac{(Rw - Rn)}{(Nw - Nn) + X}$$

V = Extension of time for calendar days of the calendar month concerned. If the value of V is negative and the absolute value thereof is greater than Nn, V is taken as negative Nn.

Nw = Actual number of days during calendar month on which a rainfall of Y mm or more is recorded.

Nn = Average number of days in the calendar month concerned on which a rainfall of Y mm or more is recorded in terms of existing rainfall data

Rw = Actual rainfall for the calendar month concerned in mm

Rn = Average rainfall for the calendar month in mm deduced from existing rainfall data.

For the purposes of the contract Nn, Rn, X and Y shall have the values as stipulated below.

The total extension of time is the algebraic sum of the monthly totals for the period concerned, extension of time for parts of a month shall be calculated by using pro rata values of Nn and Rn. If the algebraic

sum of the monthly totals is negative, no reduction of the time for completion as a result of rainfall shall be applicable.

This formula does not take any delays as a result of flood damage, which may cause further or simultaneous delays, into consideration and flood damage shall be treated separately for purposes of extension of time for completion.

The factor $(N_w - N_n)$ is considered as a fair allowance for deviation from the normal for the number of days on which the rainfall exceeds Y mm. The factor $(R_w - R_n)/X$ is considered as a fair allowance for deviation from the normal for the number of days on which the rainfall does not exceed Y mm, but on which wet conditions will hamper or disrupt work.

The Contractor shall keep daily rainfall records and submit it to the Engineer at every site meeting. No additional payment shall be made for the supply and installation of the rain gauge or for the keeping of the rainfall records and all costs must be included in the scheduled items:

Rainfall station : Richards Bay

Average annual rainfall : 1056.3mm

Period : 2011-2021

Average number of days per year with rainfall exceeding:

Y = 10mm

X = 20mm

MONTH	Nn (No)	Rn (mm)	MONTH	Nn (No)	Rn (mm)
January	3.4	109.6	July	1.6	59.8
February	3.2	128.4	August	0.8	39.9
March	2.4	73.7	September	2.5	88.8
April	2.4	81.5	October	3.5	132.5
May	1.7	104.4	November	2.6	78.4
June	1.6	42.4	December	3.0	116.9

PS1.10.6 Quality plans and control

The Contractor shall maintain an effective quality system which meets the ISO 9000 Series or equivalent standard, to ensure and demonstrate that material or services provided conform to the specified requirements.

It is a requirement of the contractor to provide the Engineer within 21 days of contract award a detailed Quality Control Plan for prior approval before construction commences. The Quality Plan should include a

responsibility matrix for each construction activity showing and identifying all actions, processes, frequencies and test types required.

The above should also include all hold, witness, surveillance, approval, testing and verification points required.

PS1.10.6.1 Soil testing on site

All soil testing shall be carried out in accordance with TMH.1 and only by an accredited soil testing laboratory.

Quality tests must be conducted on all the materials that are to be used for the earthworks and or layer works and these test results must be submitted to the Engineer for prior approval before the materials can be used.

During construction quality tests shall be carried out by the contractor in accordance with the test frequencies stated in PSD 7.5 and these tests will be deemed to be included in the contractor's rates for each item priced in the Schedule of Quantities.

PS1.10.7 Environment

The contractor will be responsible for construction according to an Environmental Management Plan in terms of Part C 5 Annexure C of the project specifications.

The contractor must take the utmost care to minimise the impact of his establishment and other construction activities on the environment and must adhere to the requirements as set out in Part C of the project specifications.

PS1.10.8 Accommodation of traffic on public roads occupied by the contractor

READ WITH SANS 1921 - 2 : 2004

General

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.

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

The Contractor shall ensure that all roads adjacent to or crossing the site and which are affected by the Works and/or Temporary Works and by the Contractor's activities at the borrow area, are kept in a safe condition for pedestrians and vehicular traffic.

Accommodation of vehicular and pedestrian traffic shall perform in accordance with SANS 1200. The Contractor shall organize his work so as to reduce the inconvenience to traffic to a minimum, and no public road shall be completely closed without prior approval by the Engineer. The Contractor shall provide and maintain in proper condition all necessary barricades, lights, warning signals and all direction signs necessary to enable traffic to follow the routes of diversion throughout their length. The Contractor shall provide flagmen at all deviations and/or obstructions, all signs shall be in two languages as may be advised by the Employer, and all traffic signs and control of traffic shall be in accordance with the South African Road Traffic Signs Manual. The Contractor shall provide temporary bypasses where necessary to provide access for vehicular and pedestrian traffic.

PS1.10.9 Other contractors on site

No other contractors will be on site.

PS1.10.10 Recording of weather

The contractor shall erect a rain gauge and record the rainfall. This information together with other details of the prevailing weather conditions shall be recorded in the daily site diary.

PS1.10.11 Management meetings

Management meetings are to be held weekly at a time convenient to all concerned, to discuss planning and health and safety amongst other things. Attendance by the contractor's and the employer's representative on site is mandatory and other interested parties will be by invitation.

PS1.10.12 Forms for contract administration

The employer's representative will make available standard forms for 'Site Diary', 'Site Instructions', should he deem this to be necessary during the contract.

PS1.10.13 Electronic payments

Approved payment claims will be made electronically into the contractor's bank account.

PS1.10.14 Guarantees

Contractor to provide a guarantee in accordance with the Condition of Contract in accordance with the provisions of the Form of Guarantee in a sum equal to the amount stated in the Contract Data.

PS1.10.15 Payment certificates

Payment certificates to be submitted by the contractor to the Engineer by the 25th of the each month. The RE to verify and approve certificate which he will then submit for approval to the Project Leader for final approval. The target date for submission of payment certificates to King Cetshwayo District Municipality will be the 2nd of the following month. There are no financial cut off dates for payment submission to King Cetshwayo District Municipality and payment will be made by the Employer 30 days after submission of an approved invoice.

The payment process in brief will consist of the following steps:

- Contractor submits certificate to RE for approval.
- Contractor makes final adjustments if any and prepares invoice.
- Certificate issued to Employers Agent for final certification and submission to King Cetshwayo District Municipality PM.
- PM approves payment and, then issues instruction to the financial department to process payment.

Details of measurements, proof of payment for items contained in provisional sums, proof of ownership of materials on site and documentation pertaining to contract price adjustment and special materials, are required as substantiation of claims for payment.

PS1.10.16 Retention

An amount equal to 10% (ten percent) up to a limit of 5% (five percent) of the value of each certificate (with a maximum as per the Appendix to Tender) will be withheld by the Employer until the issue of the Certificate of Completion where after 50% will be released and 50% will be held until the issue of the Final Certificate.

A guarantee will be acceptable in lieu of retention money.

PS1.10.17 Insurance provided by the employer

Insurance of "The Works"

The Employer will be responsible for insurance of the works in terms of Sub-Clause 8.6 of the General Conditions of Contract.

PS1.11 HEALTH AND SAFETY

Health and safety requirements and procedures

PS1.11.1 General statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHS Act 1993 Construction Regulations 2014 issued on 7 February 2014 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in Part C1 (C1.4.2)

PS1.11.2 Health and Safety Specifications and Plans

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification is included in the tender documents in Annexure D.

(b) Tenderer's Health and Safety Plan

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

- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;

- (ii) pro-active identification of potential hazards and unsafe working conditions;
- (iii) provision of a safe working environment and equipment;
- (iv) statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (Regulation 5);

monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;

details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014

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

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

PS1.11.3 Cost of compliance with the OHSA Construction Regulations

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

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

PS1.12 PRIME COST SUMS (PC)

PS1.12.1 Definition

Prime Cost Sums (PC or PC Sums) is a sum provided for material, work and or services to be executed by a nominated sub-contractor, a statutory authority or a public undertaking or for materials or goods to be obtained from an approved supplier.

PS1.12.2 Mark up

The Contractor is eligible to mark up for profit, administration, supervision of works, etc. on the Prime Cost Sums and allowance is made in the schedule of quantities for mark up in the form of a percentage (%) on the Prime Cost Sums.

PS1.12.3 Local Sub-Contractors

On the Prime Cost Sums, the Engineer will provide the Contractor, shortly after appointment of the Contractor, with details, specification and or schedule of quantities for the work to executed under the Prime Cost Sums.

On works identified for the use of emerging local sub-contractors, the Contractor will be required to obtain quotes only from local sub-contractor who is registered on the King Cetshwayo District Municipality supplier database. The Contractor must, during the request for quotation, clearly state to the sub-contractors the proposed scope of work along with all the terms and conditions the Contractor feels necessary to form part of the contract between The Contractor and the subcontractor after appointment.

In certain circumstances, the Employer may request that more than one sub-contractor be appointed to execute the work on the Prime Cost Sums.

Upon receiving the bid proposals from the sub-contractors, the Contractor, the Employer and the Engineer, will collectively evaluate each bid and will determine which bid or bids are successful to be appointed as sub-contractor or sub-contractors for the Prime Cost Sums.

PS1.12.4 Specialist sub-contractors and or suppliers

On the Prime Cost Sums, the Engineer will provide the Contractor, shortly after appointment of the Contractor, with details, specification and or schedule of quantities for the work to executed under the Prime Cost Sums.

On works requiring the use of specialist sub-contractors and or suppliers, the Contractor will be required to obtain at least three quotes. Where possible, the Contractor must try to obtain quotes from sub-contractors and or suppliers located within the boundaries of the King Cetshwayo District Municipality. The Contractor must, during the request for quotation, clearly state to the specialist subcontractors and or suppliers the proposed scope of work along with all the terms and conditions the Contractor feels necessary to form part of the contract between The Contractor and the specialist sub-contractors and or suppliers after appointment.

In certain circumstances more than one specialist sub-contractors and or suppliers will be required to execute the work on the Prime Cost Sums.

Upon receiving the bid proposals from the specialist sub-contractors and or suppliers, the Contractor, the Employer and the Engineer, will collectively evaluate each bid and will determine which bid or bids are successful to be appointed as specialist sub-contractors and or suppliers for the Prime Cost Sums.

PS1.12.5 Nominated sub-contractors and or suppliers

On the Prime Cost Sums, the Engineer will provide the Contractor, shortly after appointment of the Contractor, with details, specification and or schedule of quantities for the work to executed under the Prime Cost Sums.

On works requiring the use of nominated sub-contractor and or supplier, the Contractor will be required to obtain a quote from the nominated sub-contractor and or suppliers. The Contractor must, during the request for quotation, clearly state to the nominated sub-contractor and or supplier the proposed scope of work along with all the terms and conditions the Contractor feels necessary to form part of the contract between The Contractor and the nominated sub-contractor and or supplier after appointment.

PART B: AMENDMENTS TO THE STANDARD SPECIFICATION AND OTHER ADDITIONAL SPECIFICATIONS

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

The clauses and payment items dealt with in this part of the Project Specifications are prefixed "PS" and numbered sequentially. The number corresponding to the relevant clause or item number in the Standard Specifications is given in parenthesis.

New clauses and payment items not covered by clauses or items in the Standard Specifications have also been included here.

Additional specifications where applicable are prefixed "P" and numbered alphabetically.

PART B1 VARIATIONS AND ADDITIONS TO THE STANDARDIZED SPECIFICATIONS

SUB-CLAUSE REFERENCE

The sub clause in brackets refers to the sub-clause in the particular in the standardized specifications of SANS 1200.

PS2.1 GENERAL (SANS 1200 A)

PS2.1.1 MATERIALS

PS2.1.1.1 Quality of Materials and Workmanship (Clause A 3.1)

Unless otherwise specified, directed or approved, all materials and workmanship on the Works shall comply with the appropriate SANS Specification or Code, or in the absence thereof, the appropriate BS Specification or Code, and shall bear the official mark of the appropriate standard. The latest revisions of all specifications and codes shall apply.

All materials, shall, except where otherwise specified, be new and of the best quality and shall be suitable to withstand and to operate satisfactorily under all possible climatic and weather conditions which can reasonably be expected at the Site.

All storage, handling, transport, erection or installation of the plant, equipment and materials shall be carried out in accordance with the supplier's or manufacturer's instructions, provided that the Engineer may vary such instructions should he deem such variations necessary. Where supplier's or manufacturer's instructions are in conflict with the Specifications, the requirements of the Specifications shall apply unless otherwise agreed to by the Engineer. Any such conflict shall be brought to the Engineer's notice by the contractor.

PS2.1.1.2 Name board

The Contractor must erect one Name board in an approved position. The size, paintwork and details must adhere to the recommendations of the standard name board as recommended by the South African Institute of Civil Engineers and the Greater Nkandla Local Municipality. The description of the project and the names and titles of the Client, Engineer and Contractor must be painted on the name board and must be according to the drawings.

PS2.1.2 PLANT

PS2.1.2.1 Contractor's Offices, Stores and Services (Clause A4.2)

The latrine and ablution facilities provided by the contractor shall comply in number and type to the requirements of the relevant current legislation for such facilities.

PS2.1.2.2 Telephone

A mobile telephone service is to be made available on site at all times.

PS2.1.3 CONSTRUCTION

PS2.1.3.1 Setting Out of the Works (Clause A5.1.1)

The setting out of the Works will be done from the coordinates provided on the working drawings. A datum level peg in the vicinity of the Works will be provided.

The contractor shall check the levels of all the pegs and any discrepancies regarding the levels shall immediately be brought to the attention of the Engineer. No pegs shall be removed without the written permission of the Engineer and any pegs which interfere with the Works and are removed with the Engineer's consent shall be suitably referenced by the contractor to the satisfaction of the Engineer before the same are removed for construction purposes.

The Engineer may vary the final exact location of any part of the Works taking the local conditions into consideration. The contractor shall therefore notify the Engineer immediately after any preliminary setting out of all of the Works has been done and before detailed setting out or construction work has been commenced. Only after approval of that portion of the Works by the Engineer may the detailed setting out and construction be commenced. All setting out shall be done from reference points specified on the drawings.

Where new works to be erected under this contract are to join up with existing structures and or services, the contractor is bound to measure all relevant dimensions and levels of the existing structures and or services and to check the squareness of the existing structures and or services before commencing any work. Any discrepancies which are found between the dimensions and levels given on the drawings for the new Works and those of the existing structures and or services and or service shall immediately be brought to the attention of the Engineer who shall then finalize the dimensions of the new structure.

PS2.1.3.2 Services (Clause A5.4)

Where services have to be deviated or re-routed temporarily or permanently, such work shall only be carried out with the prior approval of the Engineer and the appropriate Authority and in a manner as directed or approved by the Engineer and the appropriate Authority.

All necessary final arrangements with the appropriate Authority for such deviation or rerouting shall be made by the contractor.

PS2.1.3.3 Safety (Clause A5.7)

The contractor shall adhere to the Employer's safety regulation and shall attend the Employer's Safety Induction Course for contractors and sub-contractors. The contractor shall sign the acknowledgement form in terms of the Employer's regulations when required by the Employer.

PS2.1.3.4 Name board

The Contractor shall maintain the name board in good condition throughout the duration of the Contract and remove it in the same date as completion of the Contract.

PS2.1.4 MEASUREMENT AND PAYMENT

PS2.1.4.1 Fixed-Charge and Value-Related Items (Clause A8.2.1)

The sums tendered in respect of fixed-charge and value-related items shall not be increased should extension of time granted for the completion of the Works.

Initial payments in respect of fixed-charge and value-related items, excluding the item for removal of site establishment, will be limited to a combined maximum of 7,5% of the Tender Sum for the Works and the balance, if any, will be paid after 50% of the Tender Sum for the Works has been certified for payment.

PS2.1.4.2 Time-Related Items (Clause A8.2.2)

The sum tendered in respect of a time-related item will be increased should extension of time be granted for the completion of the Works, provided that the activity for which the relevant sum was tendered has to be maintained during the extended period. The relationship between the increased sum for a time-related item to the tendered sum for such item shall be the same as the relationship of the extended time for completion of the Works to the original time allowed for completion of the Works.

PS2.1.4.3 Setting Out of Works (New Clause)

All costs in connection with setting out of the Works shall not be paid separately and shall be included as overhead costs in the rates and prices in the Schedule of Quantities.

PS2.1.4.4 Telephone (Clause A8.3.2.1 b and Clause A8.4.2.1 b)

All costs relating to the mobile telephone service shall be included in the sum for "other time-related obligations".

PS2.1.4.5 Name board (Clause A8.3.2.1 c and Clause A8.4.2.1 c)

All cost relating to the supply, erecting and maintaining the name board for the duration of the project shall be measured per unit.

PS2.1.4.6 Testing (Clause A8.4.5)

The cost of all sampling and testing to be carried out by the contractor or by approved laboratories shall be included in the sum for "other time-related obligations" and no separate payments will be made in connection therewith. This also applies to the casting, curing and testing of concrete test cubes as well as for material classification, compaction and density tests.

PS2.2 SITE CLEARANCE (SANS 1200 C)

PS2.2.1 MATERIALS

PS2.2.1.1 Disposal of Material (Clause C3.1)

Re-usable materials originating from the demolition or removal of structures, manholes, as well as pipelines, valves, cables, external light poles and the like shall remain the property of the Employer and shall be neatly stacked on the Site in a position indicated by the Engineer.

Where Works are conducted through existing fences, the fences shall be so removed to render them re-usable in the same or in a new position as indicated by the Engineer.

Rubble from demolished concrete and masonry structures shall be removed from the Site and disposed of by the contractor as directed by the Engineer.

PS2.2.2 CONSTRUCTION

PS2.2.2.1 Individual Trees (Clause C5.2.3.2)

The penalty for trimming, damaging or removing trees which are indicated by the Engineer to be preserved, shall be R20 000,00 per tree.

PS2.2.2.2 Removal of existing Roads

Removal of certain sections of existing roads must be carried out as indicated on the Drawings or as specified by the Engineer. The surface must firstly be neatly saw cut before removal. The existing pavement layers must then be removed as indicated on the Drawings and stockpiled on Site should the Engineer find the material suitable for re-use.

PS2.2.2.3 Clear and Grub (Clause 5.3 and 5.4)

Clear, grub 2m wide surface area along pipe route which includes removal of vegetation, boulders and trees with a girth up to 1m as shown on the Drawings.

PS2.2.3 MEASUREMENT AND PAYMENT

PS2.2.3.1 Basic Principles (Clause C8.1)

The transportation of cleared and grubbed materials and debris and the disposal thereof by the contractor away from the site shall not be measured separately and all costs in connection therewith shall be included in the rates for the relevant items.

PS2.2.3.2 Clear and Grub (Clause C8.2.1)

The depth of clearing and grubbing for these Works shall be deemed to be 150mm.

The clearing and grubbing of selected topsoil and vegetation for later reuse in the Works in terms of the Environmental Construction Management Plan shall be measured and paid extra over the Item for clearing and grubbing. The rate shall include all requirements of Clause 8.2.1 of SANS 1200C as well as the transportation, temporary stockpiling, offloading and all plant and labour. The re-use of this material in the Works shall be measured and paid under the appropriate Clause in SANS 1200D.

PS2.3 EARTHWORKS (SANS 1200 D)

PS2.3.1 INTERPRETATIONS

PS2.3.1.1 Definitions (Clause D2.3)

Where a slope or batter is given in the Specifications or on the Drawings as a ratio, the first figure refers to the vertical e.g. 1,5:1 means 1,5 vertical to 1 horizontal.

PS2.3.2 MATERIALS

PS2.3.2.1 Bulk Excavation Classification

The classification for all bulk excavation shall be in accordance with SANS 1200, Clause D3.1.

PS2.3.2.2 Replacing Overbreak in Excavations for Foundations (Clause D3.2.2)

Under no circumstances are foundations or other supports to be founded on earth fill or rockfill or made up ground of any description without the written approval of the Engineer or unless Engineering fill is specified. Where instructed by the Engineer, the Contractor shall replace overbreak with mass concrete of the grade as directed, at his own expense.

PS2.3.2.3 Backfill Below Surface Beds (Clause D3.2.4)

Unless otherwise specified, fill or backfill material below surface beds shall be in accordance with the requirements of Clause D3.2.2 i.e. Material Suitable for Replacing Overbreak in Excavations for Foundations.

PS2.3.3 CONSTRUCTION

PS2.3.3.1 Safety and Traffic Control (Clause D5.1.1 and D5.1.6)

The Contractor shall control the access by the general public to the Site in collaboration with and as approved by the Engineer. No unauthorised persons may enter the construction Site.

Where trenches cross roads, the Contractor shall so arrange his work so that at least one traffic lane is available at all times.

PS2.3.3.2 Explosives (Clause D5.1.1.3)

The Contractor shall use explosives for blasting in connection with the Works only where approved by the Engineer. Such approval, however, shall not relieve the Contractor of his responsibilities in terms of the Contract.

The Contractor shall submit to the Engineer for his approval, before any blasting preparation on Site is commenced, details of his proposed blasting programme, the methods to be used and the precautions to be adopted.

The Contractor shall use only moderate charges of explosives at any time and the utmost care shall be taken to avoid unnecessary shattering of rock or disturbance of the ground.

Blasting shall not be permitted in any situation or position where, in the opinion of the Engineer, it is likely to endanger any existing foundations, structures, pipelines, power and telephone lines or other services. In such situations the rock shall be excavated by drilling and wedging or by other suitable methods other than blasting, as approved by the Engineer.

The prior consent for blasting given by the Engineer shall in no way relieve the Contractor of any of his obligations under this Contract and the Engineer shall have the power to withdraw his consent for blasting and order other means or methods of excavation in rock.

PS2.3.3.3 Detection, Location and Exposure of Services (Clause D5.1.2.2)

If existing services are not indicated on the Drawings, the Contractor shall inform the Engineer of the lack of data concerning existing services and he shall request the Engineer to point out known existing services, before commencing excavation. Should the Contractor fail to do so, he shall rectify and repair any damaged services at his own expense.

PS2.3.3.4 Damage to Roads or Services and Reinstatement (Clause D5.1.2.4 and D5.1.5)

Where the Contractor is required to rectify or repair damaged services or roadwork, such repair work shall be carried out in such a manner that all road layers or services are reinstated to their previous condition in all respects and to the satisfaction of the Engineer.

Should the Contractor damage any of the existing buildings, structures or services either through negligence or, in the opinion of the Engineer, through lack of reasonable precautions, the Contractor shall repair the same to the satisfaction of the Engineer and bear the cost of such repair work.

PS2.3.3.5 Surplus Excavated Material (Clause D5.1.4.3)

All surplus excavated material which according to the Engineer's instructions is not dumped at a Municipal or similar waste site shall be dumped in one area only, unless otherwise approved or directed. Scattered dumping of material will not be permitted. After completion of the work all dumped material shall be neatly levelled by the Contractor to a slope as approved or directed by the Engineer so that the entire surface area of the surplus material is smooth and free of excessive projections or depressions. The edges of the surplus material shall not be irregular and the sides of the surplus material shall be neatly trimmed to a slope as approved or directed by the Engineer.

Dumping sites must be properly drained and interception or ponding of water will not be allowed.

PS2.3.3.6 Excavation (Clause D5.2.2.1c)

Where permanent structural concrete or a blinding layer is to be cast on or against an excavated surface, the allowable tolerance for a projection into the excavation profile shall be ± 10 mm.

PS2.3.3.7 Borrow Pits (Clause D5.2.2.2)

The Contractor shall construct and maintain, at his own expense, any access tracks to borrow pits which may be required.

PS2.3.3.8 Backfilling around Structures (Clause D5.2.3.2)

Unless otherwise directed or indicated, all other backfilling around structures shall be compacted to at least 95% of Modified AASHTO maximum density.

The use of heavy compaction plant adjacent to structures is subject to the approval of the Engineer but such approval shall not relieve the Contractor of his obligations in terms of the Contract and the Contractor shall remain fully responsible for the safety of the structure.

PS2.3.3.9 Overhaul (Clause D5.2.5.2)

The transportation of surplus excavated material to dumping sites and filling material from designated borrow pits shall be deemed to be freehaul up to a distance of 500m. Short haul and overhauling shall be payable for longer distances. Haulage distance to be approved by the Engineer before dumping or excavation commences.

PS2.3.4 TOLERANCES

PS2.3.4.1 Moisture Content and Density (Clause D6.2)

Degree of Accuracy I will be applicable to the Works.

PS2.3.4.2 Positions, Dimensions, Levels, etc. (Clause D6.1)

The work shall be finished to the Degree of Accuracy II and the permissible deviations shall be within the limits given in Clause 6.1 of SABS 1200 D for Degree of Accuracy II.

PS2.3.5 TESTING

PS2.3.5.1 Taking and Testing of Samples (Clause D7.2)

The results of all tests carried out by the Contractor shall be made available to the Engineer as soon as possible after the tests have been carried out. All compaction tests for his own construction quality control shall be at the expense of the Contractor.

PS2.3.6 MEASUREMENT AND PAYMENT

PS2.3.6.1 Basic Principles (Clause D8.1)

All costs for temporary storage and double handling of excavated material which is destined for use in the Works at some later stage shall be included in the excavation rates.

All costs in respect of levelling, trimming and covering of surplus material shall be included in the excavation rates.

All excavations will be measured nett in accordance with the dimensions and specifications and no extra payment will be made for excavation for the provision of working space.

No additional payment shall be made for the replacement of overbreak necessary to provide working space or for other overbreak by the Contractor.

All costs in respect of shoring of excavations shall be included in the excavation rates.

PS2.3.6.2 Computation of Quantities (Clause D8.2.2)

Contour plans of the Works will be prepared by the Engineer. These contour plans shall be inspected by the Contractor and he shall confirm acceptance thereof as correct or otherwise indicate where he disagrees with the same, before commencement of site clearing, excavations or filling and all cross sections and computations in respect of excavations and/or fill will be based on the agreed plans. These requirements do not apply to borrow pits.

PS2.3.6.3 Excavation in Hard Rock where Use of Explosives is Prohibited (Clause D8.3.2 and D8.3.3)

A separate item will be scheduled for excavations in hard rock where the use of explosives is prohibited by the Engineer. The rate shall allow for drilling, wedging and non-explosive mortar or other suitable methods other than blasting, which may be required for such excavations.

PS2.3.6.4 Rock fill Material from Bulk Excavation (Clause D8.3.2b)

The extra-over rates for excavation in intermediate material where material is used for filling, shall also allow for breaking up, mixing and working over of such material to render it suitable for filling.

PS2.3.6.5 Restricted Excavation (Clause D8.3.3)

Restricted excavation for footings, foundations, pipe trenches and the like shall be measured to depths indicated in the Schedule of Quantities or per m³. The depths stated shall be measured from either the level of the top of the bulk fill or the bulk excavation level or the underside of concrete surface beds as the case may be.

PS2.3.6.6 Importing of Materials (Clause D8.3.4)

Where material has to be imported from commercial sources, the Contractor shall identify suitable sources of such material. The rate for importing material shall cover the cost of locating suitable material, handling and transportation to Site regardless of distance and origin.

The rate for the importing of materials from commercial sources also includes the placing and compaction of the material for the different areas of use and separate rates are applicable to each compaction density.

PS2.3.6.7 Trimming of Excavated Surfaces

The trimming of excavated surfaces shall be measured and paid per square meter. The rate shall include the trimming to final excavation level and compaction.

PS2.3.6.8 Treatment of Excavated Surfaces

The compaction and stabilising of excavated surfaces on which fill or surface beds are to be placed shall be measured and paid per square meter for the depth of the layer to be treated.

The rate shall include the scarifying, watering, shaping and compacting of the in-situ material. Each compaction density shall be measured separately. This shall not be applicable to foundation excavations.

PS2.3.6.9 Stabilising of Backfill Material

The stabilisation of backfill material under surface beds shall be paid per m³ under the relevant item, in the Schedule of Quantities. The rate shall include the processing and compaction of every layer for the required density. The cost of providing the stabilising agent will be included the relevant item.

PS2.3.6.10 Freehaul, Shorthaul and Overhaul (Clause D5.2.5.2)

The transportation of surplus excavated material to dumping sites and filling material from designated borrow pits or commercial sources shall be deemed to be free-haul up to a distance of 500m. Short haul shall be haulage further than 500m up to and including 1km and shall be measured per m³. Overhaul shall be payable for distances longer than 1km and shall be measured in m³.km. Haulage distance to be approved by the Engineer before dumping or excavation commences.

PS2.4 EARTHWORKS (PIPE TRENCHES) (SANS 1200 DB)

PS2.4.1 MATERIALS

PS2.4.1.1 Material for Reinstatement of Roads and Paved Areas (Clause DB3.6)

Road layers and the wearing surface must conform to the requirements of the relevant authorities and the materials used must be similar to the existing material.

PS2.4.1.2 Treatment of Excavated Material (Clause DB3.7)

Where excavated material can be rendered suitable for backfilling by screening, or other treatment and where no suitable material within a free haul distance of 0, 5 km from the point of placing is available, the Engineer may require the Contractor to treat the excavated material to render the same suitable for backfilling provided that at least 60% by volume of the material is recovered after treatment. Where otherwise suitable excavated material from a trench is, in the opinion of the Engineer, contaminated due to the Contractor's method of working, the abovementioned treatment shall be carried out at the Contractor's expense.

PS2.4.2 CONSTRUCTION

PS2.4.2.1 Water in Trenches (Clause DB5.1.2)

Water in pipe trenches may cause movement of the pipes due to flotation and backfilling must therefore be carried out as soon as possible. Should movement of pipes occur the Contractor shall, unless otherwise directed by the Engineer, remove the pipes from the trench and relay the same, in accordance with the Specification, all at his own expense.

PS2.4.2.2 Minimum Cover and Trench Base Width (Clause DB5.2)

Bedding is required for pipes irrespective of diameter. The trench base width for pipes smaller than 125mm shall be 500mm. A side clearance between pipes and trench walls of 200mm shall be provided unless otherwise indicated on the Drawings or directed by the Engineer.

For the calculation of base width, pipe diameters shall be taken as the nominal diameters as specified in the Bill of Quantities.

Where more than one pipe is laid in a trench the clearance between pipes shall be as shown on the Drawings or directed by the Engineer and the trench base widths shall be calculated accordingly.

PS2.4.2.3 Over-Excavation of Trenches (Clause DB5.5)

Where pipe trenches are excavated by the Contractor to depths or widths in excess of those specified, directed or indicated on the Drawings, such over excavations shall be backfilled with suitable approved selected material in layers not exceeding 150mm uncompacted thickness and compacted to the density of the adjacent material or as directed by the Engineer.

Where the Engineer deems this method of backfilling inadequate he may require the over excavations, or parts thereof, to be filled with mass concrete of the grade as directed.

All backfilling of over excavations shall be at the Contractor's expense.

PS2.4.2.4 Backfilling (Clause DB5.6)

The requirements of Clause PS 3.4.1.1 shall also apply.

Surplus excavated material, which complies with the requirements of Clause 3.2.1 of SANS 1200D, shall be used as compacted backfill material under the paving included in the Works.

Excavated material which does not comply with the above requirements shall be carted off Site and dumped where directed by the Engineer.

PS2.4.2.5 Compaction (Clause DB5.7)

Backfilling to pipe trenches shall be compacted to 93% of Mod AASHTO max. density, up to finished ground level, in areas not subjected to traffic loads.

In areas subjected to traffic loads, the backfilling shall be compacted to 95% of Mod AASHTO max. density to the underside of the road formation for a distance of at least 1,0 m past either extremity of the road formation.

PS2.4.2.6 Reinstatement of Paved Areas (Clause DB5.9.5.1)

Where trenches are to be excavated through existing paved areas which are to be reinstated, the existing surface shall be neatly saw cut. The saw cut joints shall be so spaced to allow for the specified width of the trench excavation to be carried out. Due care shall be taken during excavation, and any subsequent operations, to avoid any damage to the paved areas which remain.

After backfilling of the trench is completed, the pavement shall be reinstated to its original condition.

PS2.4.2.7 Excavation in all Materials for Pipes (Clause DB5.4)

Trench excavation for water pipelines at existing services shall be conducted by hand methods where indicated by the Engineer as not to damage any existing services or structures and shall include the complete excavation of the trench including the exposure of the connection point at existing services. Material from trench excavation shall be treated if necessary and re-used as backfill material which shall be compacted as specified.

Any damage to existing structures or services shall be the responsibility of the Contractor and shall be fixed to the satisfaction of the Engineer and paid for by the Contractor.

PS2.4.2.8 Protection and Support of Existing Structures and Services (New Clause)

Any structure or service in the way of trench excavations shall only be moved with written authorization from Engineer. Excavation shall take place where possible around these and shall be carefully done so as not to cause any damage to the structures or services and they shall be so supported that the new services can be installed without any damage / removal of / to the existing structure and services. The Contractor shall be held responsible for any damage to existing services and structures.

PS2.4.3 TESTING

PS2.4.3.1 Testing (Clause DB7.1)

All compaction tests for his own construction quality control shall be at the expense of the Contractor.

Control tests by the Engineer shall be paid for separately from the Provisional Amount provided for this purpose.

PS2.4.4 MEASUREMENT AND PAYMENT

PS2.4.4.1 Computation of Quantities (Clause DB8.2.2)

The length used for computation shall be the face to face distance between the outer faces of valve chambers and the like. The excavation for valve chambers the like shall be measured separately as part of the applicable unit.

Trench excavations will be measured per m³. Side allowances and trench base widths shall be as specified in Clause PS 3.4.2.2 and as indicated on the Drawings or directed by the Engineer. Excavations will be measured in two steps only with a maximum excavation depth of 3m.

PS2.4.4.2 Treatment of Excavated Material (Clause DB8.3.3)

Separate payment shall be made where the Contractor is requested to treat excavated material to render the same suitable for backfilling per cubic metre of treated material measured in accordance with specified theoretical dimensions.

PS2.4.4.3 Reinstatement of Paved Areas (Clause DB8.3.6)

The saw cutting of existing paving prior to breaking shall be measured and paid per linear metre. Breaking up of existing paving shall be measured and paid per square metre. The rate shall include for the disposal of all waste material.

The reinstatement of the paving shall be measured and paid per m² for the various thicknesses and types of paving and the foundation layers.

PS2.4.4.6 Supply of Backfill Material by Importation

The provision of backfill material by importation from a borrow pit or commercial source shall be measured and paid for per m³ in accordance with the specified theoretical dimensions, as an extraover on the excavation and backfill item for pipe trenches.

PS2.5 CONCRETE (STRUCTURAL) (SANS 1200 G)

PS2.5.1 MATERIALS

PS2.5.1.1 Cement (Clause G3.2)

Only Portland Cement shall be used in the Works, unless otherwise indicated or directed by the Engineer.

Cement shall not be older than 12 weeks before being used.

PS2.5.1.2 Aggregates (Clause G3.4)

The use of plums in concrete work will not be permitted.

PS2.5.1.3 Admixtures (Clause G3.5)

Admixtures may be used subject to the following conditions:

- a. All information regarding the admixtures to be used is to be provided in terms of Sub-clause G3.5.1.
- b. The beneficial results to be expected from the use of the admixture shall be clearly stated.
- c. Proof is submitted that these results will be obtained with the particular concrete in the Works under the conditions expected on the Works.
- d. The use of the admixture shall not adversely affect the durability or any other property of the concrete.
- e. The admixture shall conform with the applicable A.S.T.M. or other relevant specification.
- f. The admixture shall be used in strict conformity with the manufacturer's instructions.

PS2.5.1.4 Air-entraining Agents (Clause G3.5.2)

The use of air-entraining agents shall not be permitted.

PS2.5.1.5 Joint Fillers and Sealers (New Clause)

Joint filling material shall be 10 mm thick closed cell high density joint filler.

Joint sealing material to isolation joints shall be polysulphide sealant and shall be applied in accordance with the manufacturer's requirements and to the approval of the Engineer.

An approved separator shall be provided between the joint filling and sealing materials in all joints to avoid bonding of the joint filling and sealing materials.

All joint fillers and sealers shall be installed in accordance with the manufacturer's requirements, to the approval of the Engineer. The joint sealer shall be applied to form a homogenous unit without discontinuities or openings and shall be finished to a neat level surface and aligning with the faces of the joints.

PS2.5.1.6 Grout

All grouting must be carried out using a pre-packaged non shrink cement-based product which is chloride-free.

PS2.5.1.7 Waterstops

PVC waterstops shall be installed in positions indicated on the Drawings or as directed by the Engineer or as specified.

PVC waterstops shall be "Supercast Hydrofoil" as manufactured by "Fosroc" or equal approved material with dimensions as indicated on the Drawings or directed by the Engineer.

Contraction/Construction joints	- Centrally	- Supercast Watafoil
	- Externall	- Supercast Rearguard R.
Expansion joints	- Centrally	- Supercast Hydrofoil
	- Externally	- Supercast Rearguard S.

PS2.5.2 PLANT

PS2.5.2.1 Formwork (Clause G4.5)

Formwork shall be provided for all concrete surfaces sloping more than 30° with the horizontal, unless otherwise approved or directed by the Engineer.

Wire connectors through concrete shall not be allowed. All ferrules or other fastening devices shall present a neat, uniform and tidy pattern.

All holes created by the removal of shutter fixing devices shall be thoroughly grouted with sand/cement grout of the same colour as the surrounding concrete. The ratio of cement to sand in the grout shall be the same as that used in the concrete. The concrete surface at the holes shall be made flush and neat to the satisfaction of the Engineer. In underground or water retaining structures, the grouting operation shall render the structure watertight.

All exposed corners of concrete structures shall be splayed with 20 mm x 20 mm fillets unless otherwise indicated or directed by the Engineer. No sharp corners will be allowed.

The use of old, buckled, twisted or otherwise damaged steel or timber shutters on off-shutter concrete will not be permitted and all formwork shall be approved by the Engineer before concreting is commenced.

Should the soil conditions on site not be suitable for the casting of footings, foundations and bases against excavated faces, the Engineer shall instruct the Contractor to utilise rough vertical formwork.

If requested by the Engineer, the Contractor shall submit to the Engineer the design and details of the formwork for approval before any work is commenced.

PS2.5.3 CONSTRUCTION

PS2.5.3.1 Reinforcement (Clause G5.1)

Welding of reinforcement will not be permitted.

PS2.5.3.2 Formwork (Clause G5.2)

The finish to concrete where smooth formwork is specified shall be to Grade I Degree of Accuracy as defined in Clause 6 and shall be rubbed down with carborundum blocks at a time approved by the Engineer.

PS2.5.3.3 Concrete (Clause G5.5)

Concrete used in the Works, shall be strength concrete of the following grades:

GRADE	SPECIFIED 28 DAY COMPRESSIVE STRENGTH MPa)	NOMINAL AGGREGATE SIZE mm)
40/20	40	20
30/20	30	20
25/20	25	20
20/20	20	20
15/20	15	20

The grades of concrete to be utilised in various parts of the Works shall be as indicated on the Drawings or as directed by the Engineer.

All mix proportions for strength concrete shall be subject to the approval of the Engineer, but such approval shall not relieve the Contractor of his responsibilities in terms of the Contract. The proposed mix designs shall be submitted to the Engineer prior to the commencement of concreting operations. Changes in plant, aggregate or mix proportions shall only be made with the prior approval of the Engineer.

Unless otherwise specifically agreed to by the Engineer in writing, all concrete shall be produced at the site of construction. If the use of ready mixed concrete is allowed, such concrete shall be in accordance with the requirements of the Specifications.

Unless otherwise indicated or directed by the Engineer, all foundation surfaces, excluding surface beds and brickwall foundations, shall be covered with a blinding layer before reinforcement is placed, in accordance with the details shown on the Drawings or as indicated by the Engineer. All foundation surfaces shall be inspected and approved by the Engineer before blinding layers or other concrete is placed. All shuttering and fixed reinforcement must also be inspected and approved by the Engineer before concreting.

At least 48 hours notice is required by the Engineer in respect of all such inspections.

The use of curing compounds shall be subject to the prior approval of the Engineer.

Construction joints shall only be allowed at positions indicated on the Drawings or approved by the Engineer, where construction joints are unavoidable. Walls shall be stopped off at right angles.

The Contractor shall prepare two trial mixes for each grade of concrete specified in the Works no later than 1 month prior to the commencement of casting of concrete on the Works. The aggregates and plant, as erected and approved on the Site, shall be utilised for this purpose. The Contractor shall make and test six 150 mm concrete cubes for each of the trial mixes. Three cubes of each trial mix shall be tested at 7 days and the remaining three tested at 28 days.

PS2.5.3.4 Concrete Surfaces (Clause G5.5.10)

Except where otherwise specified or indicated, all exposed unshuttered concrete surfaces shall, immediately after placing of the concrete, be levelled and shall be floated after the surface has set sufficiently. Floating shall be performed in one direction and float marks shall be parallel and of good

appearance. Under no circumstances must it be relied upon to finish-off the exposed unshuttered concrete surfaces with a separate cement-sand screed.

Where a wood floated concrete surface is shown on the Drawings or directed by the Engineer, hand floating of the surface shall first be completed and after the hand floated surface has hardened sufficiently, wood floating shall be performed to produce a dense, uniform surface free of any marks.

Where a steel floated concrete surface is shown on the Drawings or directed by the Engineer, hand floating of the surface shall first be completed and after the hand floated surface has hardened sufficiently, power floating shall be performed to produce a dense, uniform surface free of any marks.

PS2.5.3.5 Grout

The non-shrink grout to the holes created by removal of shutter fixing shall be applied strictly in accordance with the manufacturer's requirements. Particular attention shall be paid to the avoidance of the formation of air pockets under the plates and to the timing of the grout application.

PS2.5.3.6 Surface Retarder for Exposed Aggregate Finish

The surface retarder shall be applied strictly in accordance with the manufacturer's requirements. Particular attention shall be paid to the removal of the unset cement on the surface at the correct time.

PS2.5.3.7 Joint Fillers and Sealers (New Clause)

All joint fillers and sealers shall be installed in accordance with the manufacturer's requirements, to the approval of the Engineer. The joint sealer shall be applied to form a homogenous unit without discontinuities or openings and shall be finished to a neat level surface and aligning with the faces of the joints.

PS2.5.3.8 Waterstops

Waterstops shall be so installed that the deviation of the centreline of the bulb relative to the centreline of the joint does not exceed 10 mm.

All waterstops shall be thoroughly cleaned prior to concreting. Formwork shall be so placed to maintain and support the waterstops in the correct and final positions.

Nails shall not be used to support the waterstops and no holes may be made through waterstops. Care shall be exercised in the placing of concrete around waterstops to avoid movement and deformation of the waterstops. The concrete around the waterstops shall be carefully vibrated to ensure sufficient compaction of the concrete in these positions.

Waterstops shall be supplied in long lengths and installed with the minimum number of joints. In cases where joints in waterstops are required, the joints shall be made in accordance with the manufacturer's requirements. Exposed rolls of waterstop material, of which one end is cast into concrete, shall be protected from the sun, weather and possible damage. Waterstops, of which one half is cast into concrete longer than one month prior to the programmed casting of the second half, shall also be protected.

The Contractor shall ensure that all joints in waterstops are waterproof under the applicable water pressures.

PS2.5.3.9 Rubbing Down of Exposed Concrete Surfaces

All exposed concrete surfaces shall be rubbed down with carborundum blocks to a smooth appearance and a uniform colour. No cement wash will be allowed on exposed concrete surfaces.

PS2.5.4 TOLERANCES

PS2.5.4.1 General (Clause G6.1.1)

The Contractor shall construct all exposed shutter finish concrete surfaces to Degree II Accuracy

The Contractor shall remedy or remove and replace at his own expense, all concrete work which does not satisfy the prescribed tolerances, as directed or approved by the Engineer.

PS2.5.4.2 Permissible Deviations (Clause G6.2.3)

The following specific permissible deviations shall apply to components or elements stated:

Element or Component	Permissible Deviation (mm)
Level of top of stub columns or walls	± 3
Position of holding down bolts (Plan and elevation)	± 2

PS2.5.5 TESTS

PS2.5.5.1 Testing (Clause G7.2)

The Contractor shall be responsible for testing of cubes at approved laboratories for his own construction quality control, at his own expense, and he shall mould and cure the same.

Control tests by the Engineer shall be paid for separately from the Provisional Amount provided for this purpose.

The Engineer shall require six concrete test cubes for each individual concreting operation. Three of these cubes shall be tested at 7 days and three at 28 days.

Should 7 day strengths be obtained at any stage, which indicate, in the opinion of the Engineer, that the specified characteristic strength will not be achieved, the Engineer may stop concreting operations until 28 day strengths of such concrete are available, without compensation for losses or delays.

PS2.5.5.2 Testing of Water Retaining Structures (New Clause)

On completion of the water retaining structures, the same shall be thoroughly cleaned by removing all rubble, stones, etc. The structures shall then be hosed down thoroughly with clear water from a high velocity nozzle and the cleaning operation shall be carried out in such a manner that all undesirable matter is removed through the drainage outlet or by what means necessary. No stones and the like shall be flushed into the drainage outlet.

After cleaning of the structure, it shall be filled with water and shall be kept full for at least 24 hours. Water shall be added, if required. During this period the Engineer shall inspect the structure, in the presence of the Contractor, for any visible signs of leakage or other defects. After the said period has lapsed, the water level shall be recorded. Further level readings shall then be taken every 24 hours for a period of three days. The structure will be considered to be watertight if the water loss from the structure during this period does not exceed the evaporation loss.

PS2.5.6 MEASUREMENT AND PAYMENT

PS2.5.6.1 Formwork (Clause G8.1.1)

The rubbing down of concrete to obtain a smooth formwork finish, with carborundum blocks shall be measured separately per square metre.

The splaying with 20 x 20 mm fillets shall not be measured separately and shall be included in the formwork rates.

The rate for rough vertical formwork where excavation surfaces are not suitable for casting of concrete shall include the necessary working space and support of the formwork.

PS2.5.6.2 Reinforcement (Clause G8.1.2)

The items for reinforcement will be measured irrespective of diameter bar or as listed in the schedule of quantities.

The basic rates tendered for reinforcement bars, shall not be subject to variations in terms of the general Conditions of Contract, should the final quantities differ from the quantities given in the Schedule of Quantities.

PS2.5.6.3 Concrete (Clause G8.1.3)

The cleaning of construction joint surfaces shall not be measured separately and all costs in connection therewith shall be included in the concrete rates.

PS2.5.6.4 Unformed Surface Finishes (Clause G8.4.4)

Wood and steel floated surface finishes shall be measured and paid separately per m² of the completed and finished concrete surface.

PS2.5.6.5 Joints (Clause G8.5)

Joints shall be measured and paid per linear meter. The rate shall include the joint filling and sealing materials and the provision of an approved separator between the joint filling and sealing materials. Joints shall be included in the relevant rate. Formwork will be measured separately.

PS2.5.6.6 HD Bolts and Miscellaneous Metal Work (Clause G8.8)

HD Bolts and expandable anchor bolts shall be measured and paid per unit. The rate shall include the cost of the bolts, washers, nuts, all threading and drilling, shaping, anchor sleeves, casting in and all labour and finishing complete.

Trimmer angles and other miscellaneous steelwork cast into concrete shall be measured and paid per kilogram. The rate shall include the cost of the supply of the item, the casting in and all labour and finishing. The measured mass shall include the basic mass of the item and any plates or brackets attached thereto as indicated on the Drawings or directed by the Engineer.

PS2.5.6.7 No Fines Concrete and Benching (New Clause)

No fines concrete or benching of uniform thickness will be measured per m². No fines concrete or benching of varying thickness will be measured per m³.

The rate shall include the supply of materials, cost of mixing, placing and compaction.

PS2.5.6.8 Grouting

Grouting will be measured per m³.

PS2.5.6.9 Building In of Pipe Fittings into Concrete

This item shall be measured and paid per unit of pipe fittings to be built into concrete and the rate shall include labour and fixing of pipe fittings, all materials necessary for fixing and waterproofing of fittings to concrete surfaces and demolishing and disposal of concrete where required.

PS2.5.6.10 Waterstops (New Clause)

Waterstops shall be measured per linear metre separately for each size and type. The rate shall include all requirements to maintain the waterstop in position during the casting of concrete, the necessary adaption of formwork to accommodate the waterstops and all jointing and splicing in the waterstops.

PS2.5.6.11 Testing of Water Retaining Structures (New Clause)

The testing of water retaining structures shall be paid under a sum in the Schedule of Quantities.

The sum shall include the cleaning and flushing of the structures, the testing of the structure and all requirements of the Specification.

PS2.5.6.12 Rubbing Down of Exposed Concrete Surfaces

The rate for rubbing down of exposed concrete surfaces shall be paid per m² and shall include the supply of all material and labour to execute the Works in accordance with the specifications.

PS2.6 STRUCTURAL STEELWORK (SANS 1200 H)

PS2.6.1 MATERIALS

PS2.6.1.1 Structural Steel (Clause H3.1)

All steel used for the fabrication of structural steel components shall comply with the requirements of EN10025 for steel EN10025-2-S355JR except for cold-formed members which will be of commercial grade steel.

PS2.6.1.2 Welding Consumables (Clause H3.5)

General purpose electrodes, complying with SANS 455, shall be used for welding, unless otherwise agreed to by the Engineer in writing. All fillet weld sizes indicated relate to the weld throat thickness.

PS2.6.2 CONSTRUCTION

PS2.6.2.1 Design Drawings (Clause H5.1.1)

The Engineer shall provide the Contractor with drawings indicating the general arrangement of the structure including the structural sizing and connections. The drawings shall be sufficient for the design of all connections. Should the Contractor become aware of any discrepancies concerning the dimensions on drawings, these must immediately be drawn to the Engineer's attention. Before any shop details or fabrication is commenced, the Contractor shall check the dimensions on Site, in particular where any new structure extends from any existing structure or where new profiles are to be added to existing members. Again, should any discrepancies exist between the dimensions on the drawings and those pertaining to the existing structures on Site, these discrepancies shall immediately be brought to the Engineer's attention before the commencement of shop details in order to finalize the dimensions of the new structure.

PS2.6.2.2 Contractor Provides Shop Details (Clause H5.1.2)

The making of the shop drawings shall not be sublet without the permission of the Engineer. These drawings shall give all the necessary information for the fabrication, erection and corrosion protection of the structure and shall be in accordance with SANS 10162-1. The Structural Use of Steel.

PS2.6.2.3 Fabrication (Clause H5.2)

The Grade of structural steel shall remain positively identifiable at all stages of fabrication.

All cladding rails, purlins and crane beams shall be fabricated in sections continuous over two spans.

PS2.6.2.4 Cutting (Clause H5.2.3)

The edges of flame cut plates shall be dressed to remove notches.

PS2.6.2.5 Holes for Fasteners (Clause H5.2.4)

The punching of holes is not acceptable and all holes shall be drilled.

All new holes required for fasteners in the existing elements shall be drilled. Under no circumstances will flame cutting of holes be allowed.

PS2.6.2.6 Welding (Clause H5.3.4)

All welding shall be carried out in accordance with BS5135 and SANS 044, Parts I, II, and III (Chapter 1). Where the BS and SABS Specifications are contradictory, the SABS Clause shall apply.

Field welding shall be carried out with a direct current welding machine and shall only be allowed for secondary structural elements.

For all important welds the Contractor shall compile welding procedures, prepare samples and have welding procedure tests carried out by the SABS, in accordance with SANS 10044 - Part III (Chapter 1), all at his own expense.

Surfaces to be welded shall be free of filings, rust, grease, paint and other materials which may be detrimental to the quality of the weld. Mill scale which cannot be removed by brushing may remain on the metal.

Elements shall remain in alignment and be free of warps and bends on completion of the welding and all weld splash shall be removed.

The welders shall be coded for these particular Works in accordance with SANS 10044 - Part IV.

PS2.6.2.7 Setting-Out (Clause H5.4)

The Contractor shall check the positions and levels of all existing components of the existing structures within one week of the Site being made available for the erection of the structural steelwork, and he shall ensure that the erection of the new steelwork may take place without any difficulty and problems.

In addition to the above, the requirements of Clause PS2.6.2.1 shall be strictly adhered to.

The accuracy of all anchor bolts in individual foundations shall be such that they may be adjusted to their correct positions within the space of the recesses provided in the stub columns.

The levels of the stub columns if applicable and the positions and levels of anchor bolts shall be within the tolerances set out in C3.6.4.2 of this Specification.

The Contractor shall check the levels, positions and dimensions of all existing bolt holes in the existing structure where the new steelwork is to connect to the existing structure. This shall be done as soon as possible after the Site has been made available to the Contractor for construction.

PS2.6.2.8 Structural Steel Profiles for Re-use

Profiles provided by the Employer for re-use in the Works shall be transported from the Site to the Contractor's workshop. The profiles shall be reworked in accordance with the details on the Drawings. Where existing parts attached to the profiles are to be removed, the excess weld material shall be removed and all surfaces made good.

Any additional holes required in the existing steel structures shall be drilled. Under no circumstances will flame cutting of holes be allowed.

PS2.6.3 TOLERANCES

PS2.6.3.1 Other Tolerances (Clause H6.2.2)

Grade II Degree of Accuracy shall apply and the overall fabrication and assembly tolerance shall be ± 2 mm in line and level.

PS2.6.4 TESTS

PS2.6.4.1 Testing of Welds (Clause H7.3)

The SABS shall act in conjunction with the Engineer as the inspection authority in accordance with SANS 10044 Part III with regard to weld tests and inspections. The Contractor shall lodge an order with the SABS for the testing of welds at the Engineer's request only, as soon as he is instructed by the Engineer to do so. All inspection slips issued by the SABS shall be forwarded to the Engineer.

PS2.6.5 MEASUREMENT AND PAYMENT

PS2.6.5.1 Computation of Quantities (Clause H8.2)

All plates and gussets will be measured to the actual final size of the plate provided.

The costs involved in the measurement of the existing levels, positions and dimensions of existing bolt holes shall not be measured and paid separately and shall be included in the rates for the supply and fabrication of the new steelwork in the Schedule of Quantities.

PS2.6.5.2 Supply and Fabrication of Steelwork (Clause H8.3.1.2)

The rates for the supply and fabrication of steelwork shall include the cost of delivery to Site.

PS2.6.5.3 Non-Destructive Testing (Clause H8.3.10)

The non-destructive testing by the SABS, at the request of the Engineer, shall be allowed for by means of a provisional sum in the Schedule of Quantities. Payment shall be made by the Employer to the SABS on submission of a statement from the SABS to the Engineer. No handling charges by the Contractor will be paid or entertained.

The costs of compiling and carrying out procedure tests for welds shall not be measured and shall be borne by the Contractor as set out in Clause PS2.6.2.6.

PS2.6.5.4 Payment for Interim Delivery of Structural Steel Materials

Prior to ultimate delivery to the Site as specified in the Contract, the Engineer shall agree to interim delivery of structural steel materials.

The Contractor shall:

- a) store at a suitable approved location and adequately protect such structural steel materials against fire, loss, theft, damage and deterioration;
- b) insure such structural steel materials to a value to be determined by the Engineer on behalf of, in the name of, and for the benefit of the Employer under an "all risks" insurance policy which shall be kept in force by the Contractor for the full term of such storage;
- c) label and mark such structural steel materials to the satisfaction of the Engineer so as to identify it as being the Employer's property; and

- d) the Contractor shall bear the cost of so storing and protecting, insuring and labelling such structural steel materials.

As soon as possible after being requested to do so by the Contractor, the Engineer will inspect the structural steel materials so stored, insured, labelled and marked by the Contractor. If the Engineer finds no fault with the Contractor's performance under the foregoing terms of this clause, the Engineer will certify an amount for payment in respect of such structural steel materials, as if they had been delivered on Site, subject to the Contractor submitting acceptable proof of ownership of such materials.

Upon payment being made by the Employer to the Contractor under a certificate in which is included an amount certified for payment as aforesaid, delivery of such structural steel materials shall simultaneously take place by CONSTITUTUM POSSESSORIUM so that possession and ownership thereof shall thereupon pass to and vest in the Employer for whose benefit the Contractor shall continue to store, protect and insure such structural steel materials until delivery thereof to the Site by the Contractor. The Employer's representatives and the Engineer shall have access thereto at all times and any loss or destruction of, or damage to such structural steel materials shall be made good by the Contractor at his expense.

The Employer, or the Engineer on his behalf, shall require the Contractor to sign and deliver to the Engineer a certificate in further evidence of the Employer's ownership of any structural steel material which is the subject of interim delivery. Such certificate shall be delivered upon demand against or at any time after delivery as aforesaid.

PS2.6.5.5 Structural Steel Profiles for Re-use

Hot rolled profiles provided by the Employer and which are to be re-used shall be measured and paid per kilogram mass. The rate shall include the transport costs from and to the Site, the cost of the reworking of the profiles in accordance with the Drawings, the cost of the removal of any elements attached to the profiles, making good of surfaces, the drilling of any holes and any items required to render the profiles suitable for re-use.

The drilling of holes in the existing structures on Site prior to erection shall be measured and paid per unit. The rate shall include the provision of scaffolding and all plant, labour and material for the operation.

Stiffener plates and members attached to the existing columns and beams shall be measured and paid per kilogram mass. The rate shall include the supply and delivery to Site. Erection of these plates and members shall be measured separately and shall be inclusive of scaffolding and labour.

PS2.6.5.6 Remedial Works to existing structures

Build-up Brackets

The rates for the build-up brackets will include the supply of the plates, preparation of existing surfaces and protection as per paint specific.

PS2.7 CORROSION PROTECTION OF STRUCTURAL STEELWORK (SANS 1200 HC)

PS2.7.1 CONSTRUCTION

PS2.7.1.1 General (Clause HC5.4.1)

All steelwork surfaces shall be prepared by hand or power tool cleaning at the fabricator's shop.

PS2.7.1.2 Cleaning by Hand or with Power Tools (Clause HC5.4.3.2)

The Standard of hand or power tool cleaning shall be Grade St 2 in accordance with the Swedish Standard SIS 05 59 00 -1967.

PS2.7.1.3 Coating System (Clause HC5.7)

One coat of zinc phosphate primer shall be applied as soon as possible after the surface preparation of the steelwork. The primer shall comply with the requirements of SANS 1319. The minimum dry film thickness of the coat shall be 30 micron. Any damage to the prime coat during handling or erection shall be repaired and any rust and undesirable material removed and the damaged portions repainted to the prescribed film thickness. The primer shall be applied in the fabricator's shop to elements not requiring on-Site welding and on the Site, after erection, to members welded on-Site.

After erection of new structural steelwork, two coats of alkyd base resin paint for structural steelwork, complying with the requirements of SANS 684 Type B, shall be applied in accordance with the manufacturer's recommendations. Each coat shall have a minimum dry film thickness of 30 micron. The paint colour shall match that of the existing structural steelwork.

All existing structural steelwork to which new profiles have been attached by welding shall be cleaned by hand brushing to a sound base, primed as above and coated with one coat of alkyd base resin paint for structural steelwork, complying with the requirements of SANS 684 Type B. This coat shall have a dry film thickness of 30 micron.

PS2.7.1.4 Application of Paint Coatings (Clause HC5.8)

Stripe coating shall be applied to all metal edges, upstands, welds, bolts and nuts after initial priming.

Steelwork embedded in concrete shall be coated with the full specified coating systems for the full depth finishing coat for the total depth of the embedment plus 150 mm above the finished surface bed level.

All fasteners embedded in concrete shall be coated with the full specified coating systems.

Friction-grip areas shall remain untreated after the initial cleaning of the steel surfaces. After installation of the bolts, the exposed areas shall be re-cleaned by hand or power tools and coated with the full specified coating system.

PS2.7.1.5 Paint Coating to Re-used Profiles

All existing structural steel profiles which are re-used, and which can be moved to the fabricator's shop, shall be cleaned in accordance with Clause PS2.7.1.2 and shall receive the full coating system specified in Clause PS2.7.1.3.

PS2.7.2 TESTING

PS2.7.2.1 Testing by the Contractor (Clause HC7.1)

The tests, as specified in Clause HC7.3, shall be carried out after the application of each intermediate coat.

PS2.7.3 MEASUREMENT AND PAYMENT

PS2.7.3.1 Remove Existing Corrosion Protection from Structure

A Sum Amount is to be provided for the removal of the existing corrosion protection system from the existing structure and including where new steel members are to be installed. The Sum shall include all material, plant and labour to execute the works in accordance with the specifications or as directed by the Engineer.

PS2.8.3.10 Valves

Resilient Seal Gate Valves (New Clause)

All gate valves of 50 mm diameter and larger shall be flanged resilient seal valves of cast steel construction with suitable guides and stainless steel spindles. The valves shall be supplied with standard cast iron end caps and shall close clockwise with the direction of closing permanently indicated on the caps. Extension spindles shall be provided for valves situated below ground level outside valve chambers. For tender purposes a length of 1 m shall be assumed, with the spindle placed in a 200 mm uPVC pipe where the valve is below ground level.

The gate valves shall comply with the applicable requirements of SANS 664 for Class 16 valves and shall be of approved make and design.

Couplings of all gate valves of 50 mm diameter and larger with steel pipes shall be flanged.

Couplings of all gate valves of 50 mm diameter and larger with uPVC pipes shall be approved adaptor couplings.

Valves of diameter less than 50 mm diameter shall be approved, screwed, brass, fullway gate valves suitable for a working pressure of 240 m head of water.

All valves shall be thoroughly cleaned after testing at the factory and shall be treated with two coats of "Cupon" or other approved paint. After installation of the valves on Site, all exposed valves shall be treated externally with a further coat of "Cupon".

Air Valves (New Clause)

Air release valves shall be suitable for a working pressure as specified and shall be flanged and of the following type:

- (a) Type I : Conventional kinetic double orifice air valves:

These are required for the release of large volumes of air during the filling of pipelines and the admission of air at low pressure during draining or scouring and for the admission of large quantities of air to prevent the formation of vacuum in flexible wall pipelines induced by water hammer/separation. A small orifice must be included for the release of entrained air under normal pipeline operation. The large orifice of the valve shall not close dynamically before all the air is discharged from the pipeline.

All air valves shall be Class 16 pressure rated.

The size of the valve / outlet shall be at least the diameter of the inlet branch and the air valves shall be mounted on an isolating valve with a pressure rating similar to that of the air valve.

12 mm Cast steel needle valves or chrome plated brass P T F E seated ball valves shall be fitted to drain valve bodies when isolated from the pipeline and for the attachment of pressure gauges to valve bodies.

The pressure rating of these valves shall be the same as for the air valve it is attached to.

Valves shall not exhibit leaks or weeping of liquid past the seal at operating pressure of 0,3 bar to twice rated pressure.

Valve design shall incorporate an over pressure safety feature that will fail without an explosive effect, such as is normally the case when highly compressed air is suddenly released. The control floats shall not distort when subjected to closed end tests for material strength and soundness, nor shall they be damaged by the possible corrosive effects of the water, or under conditions of frequent operation.

All air valves shall be provided with a separate isolating valve as indicated on the Drawings which are coupled to the air valve in such a manner to allow the removal of the air valve without removing the isolating valve.

All air valves shall be able to operate at the specified working pressures and flange drilling must be in accordance with the specified working pressure to BS4504.

All air valves shall be mounted on a flanged steel reducer followed by an extension pipe, which varies in length, according to the pipeline depth. For tender purposes a length of 500 mm shall be assumed.

The inlet diameters of air valves shall be 100 mm for double air valves.

Level Control Valves (New Clause)

Level control valves shall be suitable for a working pressure as indicated on Drawings and shall open wide when the water level drops below a specific level and shall gradually close as the water level rises, closing fully at the full supply level. The friction loss in the valve shall not exceed 2 m.

The level control valves shall be flanged and of steel or cast-iron construction and shall be protected against corrosion as specified for gate valves.

Non-Return Valves (New Clause)

Non-return valves shall be flanged cast iron single door swing check valves to SANS 144, gunmetal fitted and of approved make and design. The valves shall be suitable for a working pressure of 160m to 240m water head. All metal components shall be protected against corrosion as specified for gate valves.

All non-return valves shall be treated with two coats of "Cupon" or other approved paint. After installation of the valves on site, all exposed surfaces shall be treated externally with a further coat of "Cupon".

Butterfly Valves

Butterfly valves shall be S.M.S or equally approved double offset design. The valve gearbox shall be of an approved design, enabling the valve to be operated against the working pressure at a full differential pressure. The valve will be drop tight from both directions. The valve disc shall have a stainless steel retaining ring securing a NBR moulded continuous ring of the R-configuration. Seals which are glued shall not be acceptable. The retaining ring shall have stainless steel cap screws for adjustment of seal, as well as levelling grub screws to ensure that the retaining ring is parallel at all times. The body seat will be weld deposit stainless steel machined.

The valve will be coated internally and externally as specified for gate valves. Pressure test and material certificate must be provided

The valves shall be Class 16 pressure rated.

Bulk Flow Meters

Bulk flow meters shall be provided in the positions indicated on the Drawings.

Flow meters shall be electro-magnetic flow meters such as "SAFMAG" meters, or equal approved or as specified on the drawings with flanged ends and suitable to operate under corrosive conditions. The meters shall indicate instantaneous flow rates and record total flow volumes electronically.

The meters shall be installed in accordance with the manufacturer's recommendations and shall be suitable for a working pressure of 160 m water head or as specified on the drawings.

PS2.8.3.11 Flanges and Accessories (Clause C3.8.3)

All flanged couplings shall be drilled to Table 16 or 25 of BS 4504 as required.

PS2.8.3.12 Spigot and Socket Pipes (Clause L3.8.6)

Caulking of couplings will not be permitted.

PS2.8.3.13 Protection of Bolts, Nuts and Washers (Clause L3.9.5)

Bolts, nuts and washers shall be zinc coated by the hot-dip process.

PS2.8.3.14 Corrosive Soil (Clause L3.9.6)

No special corrosion protection shall be required for this purpose.

PS2.8.3.15 Manholes and Surface Boxes

Manholes, surface boxes and the like shall be constructed of the materials as shown on the Drawings and not as shown on the Figures contained in SANS 1200L. Where insufficient information details are provided on the drawings, SANS 1200L details will be utilised for tender purpose only.

PS2.8.3.16 Electrolytic Corrosion (Clause L3.9.3)

Protection against electrolytic corrosion is required. The steel pipeline sections must be electrically continuous over their entire length. All steel pipes with non-conductive joints must be bridged using a 16mm copper wire and welded to both pipe ends, as well as the coupling.

A provisional sum will be provided electrolytic corrosion requirements in the Bill of Quantities.

PS2.8.4 PLANT

PS2.8.4.1 Transportation and Storing (Clause L4.1)

The Contractor shall be fully responsible for transporting pipes, valves, specials and fitting to the point of installation, in good condition. Approved end-caps shall be provided for pipes. All materials such as rubber rings and the like must be protected against direct sunlight. Any material which, in the opinion of the Engineer, is damaged in any way shall be removed from site without delay.

uPVC pipes shall be stored under cover and shall be suitably stacked and supported to prevent deflection or deformation.

PS2.8.5 CONSTRUCTION

PS2.8.5.1 Depth and Cover (Clause L5.1.4)

The depths of pipes below ground level shall be as indicated on the Drawings.

PS2.8.5.2 Valve Chambers (Clause L5.6)

Valve chambers shall be constructed in accordance with the details shown on the Drawings and not as shown on the Figures contained in SANS 1200L.

PS2.8.5.3 Manholes (Clause L5.7)

Manholes shall be constructed in accordance with the details shown on the Drawings and not as shown on the Figures contained in SANS 1200L.

PS2.8.6 TOLERANCES

PS2.8.6.1 Alignment (Plan and Level) (Clauses L6.2 and L6.3)

The levels of all pipes, valves and fittings shall be within ± 15 mm from the theoretical positions shown on the Drawings.

PS2.8.7 TESTING

PS2.8.7.1 Radiographic Examination (Clause L7.2.2)

No radiographic examination is required.

PS2.8.7.2 Test Pressures (Clause L7.3.1)

The test section shall be subject to a pressures test, at pressures not less than the maximum working pressure and not exceeding 1.5 times the maximum working pressure for the class of pipes, for the highest and lowest point respectively of the section being tested. This pressure shall be obtained by continuous pumping so as to ensure a gradual increase of pressure until the specified value is obtained.

A calibration certificate for the pressure test apparatus must be presented to the Engineer prior to testing.

PS2.8.7.3 Final Inspection of Pipelines and other Items of Equipment (New Clause)

After the entire piping system has been laid and all parts thereof have been tested to the satisfaction of the Engineer and backfilled, the system will be put into operation and the Contractor shall inspect the same in the presence of the Engineer, to ensure that all valves and other equipment are operating satisfactorily and to check that all pipe supports, brackets and the like are capable of withstanding the loads imposed on them.

Any faults or defects which are detected during this inspection shall be repaired by the Contractor, or where necessary, the defective parts or materials shall be replaced by the Contractor, to the satisfaction of the Engineer, all at the Contractor's expense.

All items of equipment not specifically mentioned in the Specifications, shall be inspected during the commissioning period for proper operation and to verify that these items comply with the requirements of the Specification.

PS2.8.8 MEASUREMENT AND PAYMENT

PS2.8.8.1 Supply and Installation of Pipes and Couplings (Clause L8.2.1)

Pipes shall be measured per linear meter for each type, pressure rating and diameter. The rates shall include for the supply, lay and bedding of pipes complete with couplings and or butt-welding, fittings, corrosion protection, pressure testing, handling cost, inspection, transport and all other requirements in connection herewith.

Flanged pipes shorter than 6 m shall be measured as pipe fittings as specified in Clause L8.2.5. All flanges and couplings shall be provided with packings, bolts and nuts and no extra payments will be made for these items.

PS2.8.8.2 Valves and Specials (Clause L8.2.5)

Isolating valves, air valves with isolating valves, non-return valves, extension pipes and couplings shall be measured and paid per unit complete.

PS2.8.8.3 Temporary Valves, Blank Flanges, etc (Clause L8.2.10)

No separate payments will be made for the supply or loan of temporary valves, end-caps, blank flanges, or other isolating devices required for the testing of pipe systems and all costs in connection therewith shall be included in the rates for the supply, laying and bedding of the permanent pipes, specials and valves.

PS2.8.8.4 Connections to Existing Pipelines (New Clause)

A Provisional Amount has been provided in the Schedule of Quantities for connections to existing pipelines of all diameters.

The material required for the connections shall be measured and paid according to tendered item rates in the Schedule of Quantities. Should specific items not be covered, rates for these shall be agreed with the Engineer.

PS2.8.8.5 Building In of Pipe Fittings in Concrete and or Brick Structures (New Clause)

The building in of pipe fittings in concrete structures, excluding valve chambers for pipelines, shall be measured per unit for the different pipe diameters. The rate shall include all supervision, labour, plant, materials, supports and finishing, complete. The building in of pipes and fittings in valve chambers shall be included in the rate for valve chambers.

PS2.8.8.6 Puddle Flanges and Bellmouths (New Clause)

Puddle flanges and Bellmouths to each pipe diameter shall not be measured separately and the cost thereof shall be included in the rates for pipes/fittings with puddle flanges and Bellmouths. The rate shall include the complete installation of the puddle flange or Bellmouths on the pipe.

PS2.9 BEDDING (PIPES) (SANS 1200 LB)

PS2.9.1 MATERIALS

PS2.9.1.1 Bedding (Clause LB3.3)

The bedding for all pipes shall be Class B bedding as indicated on the Drawings.

PS2.9.1.2 Treatment of Excavated Material (Clause LB3.4)

Where excavated material can be rendered suitable for bedding by screening, washing, stabilisation with cement or other treatment and where no suitable material is available within a free haul distance of 0,5 km from the point of placing, the Engineer may require the Contractor to treat the excavated material to render the same suitable for bedding provided that at least 60 % by volume of the material is recovered after treatment. Where otherwise suitable excavated material from a trench is, in the opinion of the Engineer, contaminated due to the Contractor's methods of working, the abovementioned treatment shall be carried out at the Contractor's expense.

PS2.9.1.3 Material from local borrow pits.

Where material from trench excavations is not suitable for bedding purposes, the Contractor must identify and establish local borrow pits. The location of such borrow pits will be approved by the Engineer. The rate shall include establishment of access routes, establishment and de-establishment of the borrow pit, transportation, laying and compacting of required material.

PS2.9.2 CONSTRUCTION

PS2.9.2.1 Concrete Encasing of Pipes (Clause LB5.4)

Where the specified cover over the pipes cannot be maintained at road crossings, river crossings where scouring may occur or otherwise where directed, concrete encasing of pipes may be required by the Engineer.

PS2.9.3 TOLERANCES

PS2.9.3.1 Moisture Content and Density (Clause LB6.1)

Class II degree accuracy is required.

PS2.9.4 MEASUREMENT AND PAYMENT

PS2.9.4.1 Volume of Bedding Materials (Clause LB8.1.3)

The volume of the material displaced by the pipes shall be subtracted from the theoretical volume of the bedding for the purpose of determining quantities.

PS2.9.4.2 Separate Items for Cradle and Blanket (Clause LB8.1.4)

Material for the bedding cradle and for the selected fill blanket shall not be measured separately, but as a unit under the description "bedding material".

PS2.9.4.3 Treatment of Excavated material (Clause LB8.2)

Separate payment shall be made where the Contractor is requested to treat excavated material to render the same suitable for bedding, per cubic metre of treated material measured in accordance with specified theoretical dimensions.

PS2.9.4.4 Provision of Bedding Materials from Trench Excavation (Clause LB8.2.1)

Only the provision of bedding material from the trench excavations further than 20 m and closer than 0,5 km from the point of placing shall be measured and paid under this item.

The provision of bedding material within 20 m from the point of placing is covered under payment clause SANS 1200L Clause 8.2.1.

PS2.9.4.5 Supply of Bedding Material by Importation (Clause LB8.2.2)

The provision of bedding material by means of importation from a borrow pit, commercial sources or both shall be measured and paid for per cubic meter in accordance with the specified theoretical dimensions, as an extra over on the item for bedding material from pipe trenches.

PS2.9.4.6 Haulage

Measurement and payment shall be in accordance with PS 3.3.6.10

PART B2 PARTICULAR SPECIFICATIONS

PS3.1 GENERIC LABOUR INTENSIVE SPECIFICATION

PS3.1.1 SCOPE

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a) trenches having a depth of less than 1.5 meters
- b) storm water drainage
- c) low-volume roads and sidewalks

PS3.1.2 PRECEDENCE

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

PS3.1.3 HAND EXCAVATEABLE MATERIAL

Hand excavatable material is material:

a) granular materials:

- i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
- ii) where the material is a gravel, having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

b) cohesive materials:

- i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note: 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.

2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

Table 1: Consistency of materials when profiled

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in upto 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumbnail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

PS3.1.4 TRENCH EXCAVATION

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

PS3.1.5 COMPACTION OF BACKFILLING TO TRENCHES (AREAS NOT SUBJECT TO TRAFFIC)

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

- a) to 93% MOD AASHTO density;

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

PS3.1.6 EXCAVATION

All hand excavatable material including topsoil classified as hand excavatable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

PS3.1.7 CLEARING AND GRUBBING

Grass and small bushes shall be cleared by hand.

PS3.1.8 SHAPING

All shaping shall be undertaken by hand.

PS3.1.9 LOADING

All loading shall be done by hand, regardless of the method of haulage.

PS3.1.10 HAUL

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

PS3.1.11 OFFLOADING

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilized for haulage

PS3.1.12 SPREADING

All material shall be spread by hand.

PS3.1.13 COMPACTION

Small areas may be compacted by hand provided that the specified compaction is achieved.

PS3.1.14 GRASSING

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

PS3.1.15 MANUFACTURED ELEMENTS

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper hand hold on them.

PS3.1.16 STONE PITCHING AND RUBBLE CONCRETE MASONRY

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must to be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Grout shall be mixed and placed by hand.

PS3.2 OHS 1993 HEALTH AND SAFETY SPECIFICATION

PS3.2.1 SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 82 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHS 1993 Agreement in Section C1.2.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHS 1993 and the Construction Regulations 2014.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2014, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Working high above the ground on top and below the bridge, most of the time in a restricted environment with limited landings (working platforms);
- Working above a continuously flowing river and in a flood plain environment subject to Flooding;
- Lifting and lowering of materials and equipment from ground to the bridge and vice versa, exposed to cross winds;
- Steep and restricted access to the lower flood plain below the bridge;
- Potentially dangerous existing services, i.e. gas lines, water and sewerage mains, electrical high voltage cables, on the bridge, buried and overhead;
- Deep excavations in soils requiring shoring or reducing of slopes;

- Blasting of hard rock or demolition of concrete;
- High pressure during testing of the new rising main, which could result in potentially dangerous situations in the event of the pipeline or fittings failing;
- Potentially harmful gasses when tying into the existing sewer mains;
- Movement of construction vehicles on site, taking into consideration steep slopes, other traffic and existing services;
- Exposure to possible injuries due to mishandling or failure of power and hand tools;
- Falling debris, tools and materials from the bridge;
- Non-conformance to specifications with regards to fasteners and materials;
- Risks related to general safety and security on site.

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

PS3.2.2 DEFINITIONS

For the purpose of this contract the following shall apply:

Employer where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as “Client” as defined in the Construction Regulations 2014. **“Employer”** and **“client”** is therefore interchangeable and shall be read in the context of the relevant document.

- (a) **“Contractor”** wherever used in the contract documents and in this specification, shall have the same meaning as **“Contractor”** as defined in the General Conditions of Contract.

In this specification the terms **“principal contractor”** and **“contractor”** are replaced with **“Contractor”** and **“subcontractor”** respectively.

For the purpose of this contract the **Contractor** will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.

- (b) **“Engineer”** where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

PS3.2.3 TENDERS

The Contractor shall submit the following with his tender:

- (a) A documented Health and Safety Plan as stipulated in Regulation 5 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2014 and will be subject to approval by the Employer;

- (b) A declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014;
- (c) A declaration to the effect that he made provision in this tender for the cost of the health and safety measures envisaged in the Construction Regulations; and
- (d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

PS3.2.4 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) The demolition of structures and dismantling of fixed plant of height of 3,0m or more;
- (b) The use of explosives;
- (c) Construction work that will exceed 30 days or 300 person-days;
- (d) Excavation work deeper than 1,0m; or
- (e) Working at a height greater than 3,0m above ground or landings

The notification must be done in the form of the pro forma included under Section C1.1) (Contract Data) of the tender document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

PS3.2.5 RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 7 of the Construction Regulations 2014).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

PS3.2.6 APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

3.2.6.1 Health and safety plan

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

3.2.6.2 Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone a health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

PS3.2.7 APPOINTMENT OF SAFETY PERSONNEL

3.2.7.1 Construction supervisor

The Contractor shall appoint a full-time Construction Supervisor with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

3.2.7.2 Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so decided by the Inspector of the Department of Labour.

3.2.7.3 Health and safety representatives

In terms of **Section 17 and 18 of the Act (OHSA 1993)** the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

3.2.7.4 Health and safety committee

In terms of Sections 17 and 18 of the Act (OHSA 1993) the Contractor (as employer), shall establish one or more health and safety committee(s) where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

In function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to

discuss incidents related to health and safety with the Contractor and to keep record of recommendations and reports made by the committee.

3.2.7.5 Competent persons

In accordance with the Construction Regulations the Contractor has to appoint in writing competent persons responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 7 of the Construction Regulations;
- (b) Fall protection as described in Regulation 8;
- (c) Formwork and support work as described in Regulation 10;
- (d) Excavation work as described in Regulation 11;
- (e) Demolition work as described in Regulation 12;
- (f) Scaffolding work as described in Regulation 14;
- (g) Suspended platform operations as described in Regulation 15;
- (h) Material hoists as described in Regulation 17
- (i) Batch plant operations as described in Regulation 18
- (j) Explosive powered tools as described in Regulation 19
- (k) Cranes as described in Regulation 20;
- (l) Construction vehicle and mobile plant inspections on a daily basis by a
- (m) Competent person as described in Regulation 21 (1);
- (n) Control of all temporary electrical installation on the construction site as described in Regulation 22;
- (o) Stacking and storage on construction sites as described in Regulation 26; and
- (p) Inspections of fire equipment as described in Regulation 27

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent person to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with **all** requirements of the Construction Regulations.

PS3.2.8 RECORDS AND REGISTERS

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- (a) A copy of the OHSA 1993 Construction Regulations 2014;
 - (b) A copy of this Health and Safety Specification;
 - (c) A copy of the Contractor's Health and Safety Plan (Regulation 4);
 - (d) A copy of the notification of construction work (Regulation 3)
 - (e) A health and safety file in terms of Regulation 5 (7) with inputs by the Construction Safety Officer (Regulation 6 (7));
 - (f) A copy of the risk assessment described in Regulation 7;
 - (g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 8;
 - (h) Drawings pertaining to the design of structures (Regulation 9(3)) and formwork and support work structures (Regulation 10(d)) must be kept on site;
 - (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site
(Regulation 11 (3) (h));
 - (j) A copy of the certificate of the system design for suspended platforms (Regulation 15(3))
- (aa) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 7(5));
- (bb) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 17(8));
- (cc) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 18(9));
- (dd) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));
- (ee) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 21 (1)(j)).

PS3.2.9 CONTRACTORS RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2014.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2014, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

(a) Contractor's position in relation to the Employer (client) (Regulation 4)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The principal contractor and contractor (Regulation 5)

The Contractor is in terms of the definition in Regulation 2(b) the equivalent of Principle Contractor as defined in the construction Regulations, and he shall comply with all the provisions of Regulation 5.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's Safety plan, the health and safety specifications of the Employer and the Construction Regulations 2014.

(c) Supervision of construction work (Regulation 6)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 6 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 6.

(d) Risk assessment Regulation 7

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the Health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

(e) Fall protection (Regulation 8)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures (Regulation 9)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved.

That such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings based.

In addition the Contractor shall comply with all aspects of Regulation 9 of the Construction Regulations.

(g) Formwork and support work (Regulation 10)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 10 of the Construction Regulations shall be followed in every detail.

(h) Excavation work (Regulation 11)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 11 of the Construction Regulations.

(i) Demolition work (Regulation 12)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 12 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(j) Tunneling (Regulation 13)

The Contractor shall comply with Regulation 13 wherever tunneling of any kind is involved.

(k) Scaffolding (Regulation 14)

The Contractor shall ensure that all provisions of Regulation 14 of the Construction Regulations are complied with. (Note: Reference in the Regulations to “Section 44 of the Act” should read “Section 43 of the Act”).

(l) Suspended platforms (Regulations 15)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to

suspended platforms are done in accordance with Regulation 15 of the Construction Regulations.

(m) Boatswain's chain (Regulation 16)

Where boatswain's chains are required on the construction site, the Contractor shall comply with Regulation 16.

(n) Material hoists (Regulation 17)

Wherever applicable, the Contractor shall comply with the provisions of Regulations 17 to the letter.

(o) Batch plants (Regulation 18)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 18. The Contractor shall ensure that the General Safety Regulations (Government Notice R 1031 of 30 May 1986), the Driven Machinery Regulations (Government Notice R 2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

(p) Explosive powered tools (Regulation 19)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 19 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

(q) Cranes (Regulation 20)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

(r) Construction vehicles and mobile plant (Regulation 21)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 21.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

(s) Electrical installation and machinery on construction sites (Regulation 22)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for health and safety of all workers and persons on site in terms of Regulation 22.

(t) Use of temporary storage of flammable liquids on construction (Regulation 23)

The Contractor shall comply with the provisions of the General Safety Regulations (Government Notice R1031 of 30 May 1986) and all the provisions of Regulation 23 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Water environments (Regulation 24)

Where construction work is done over or in close proximity to water, the provisions of Regulation 24 shall apply.

(v) Housekeeping on Construction sites (Regulation 25)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 25 of the Construction Regulations.

(w) Stacking and storage on construction sites (Regulation 26)

The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions Regulation 26 of the Construction Regulations shall apply.

(x) Fire precautions on construction sites (Regulation 27)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 27 of the Construction Regulations.

(y) Construction welfare facilities (Regulation 28)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (Government Notice R1593 of 12 August 1988) and the provisions of Regulation 28 of the Construction Regulations.

(z) Non-compliance with the Construction Regulations 2014

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

PART C4: SITE INFORMATION

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SITE INFORMATION

1. SITE AND ACCESS

The project site is situated within the King Cetshwayo District Municipality, KZN and located within Nkandla Local Municipality. The co-ordinates of the weir are 28°32'59"S; 31° 09' 29"E.

Access to the site of the works can be obtained from the P226 via R68.

The contractor must evaluate the availability of access to the area, evaluate construction space and locate together with any other aspect that may influence his construction activities and or method and allow for it in his tendered rates.

2. NATURE OF SITE, GROUND AND SUB-SOIL CONDITIONS

The prevailing soil conditions for weir are detailed in the geotechnical report. Contractor to satisfy themselves about nature of site through site inspection prior to pricing.

3. SITE FACILITIES AVAILABLE

3.1 Water

There is no water available on site for construction purposes and the Contractor must make his own arrangement with the Nkandla Local Municipality / King Cetshwayo District Municipality for a supply from their network if so required.

3.2 Power

There is no electricity available on site for construction purposes and the Contractor must make his own arrangement with the Nkandla Local Municipality for a supply point from their network if so required.

4. SITE FACILITIES REQUIRED

4.1 Offices

A site office for the exclusive use of the Engineer is not required. An equipped office with a table, eight chairs, filing cabinet and plan table must however be made available for the Engineer and his representative, in the event that this is required, normally for site meetings. One set of drawings must be kept on site at all times.

4.2 Temporary Latrines

The Contractor shall provide adequate chemical toilet facilities for the use of the various workmen in accordance with the Regulations of the Department of Public Health and/or other authority and pay all charges in connection therewith; maintain same in a thoroughly clean and orderly condition; allow for moving the chemical toilets to new locations as necessary during the course of the Contract and finally remove such chemical toilets at completion and make good.

4.3 Personnel

One assistant must be made available to the Engineer, his Representative or the Clerk of Works, if so required.

4.4 Survey Instruments

Survey instruments including a Dumpy level, staff and 100 m steel tape must be available to the Clerk of Works at all times.

4.5 Telephone / Telefax

The Contractor shall provide his own telephone and/or fax facilities.

4.6 Laboratory Facilities

Facilities for the testing of concrete test cubes and backfilling layers must be provided on site or alternatively through an approved commercial laboratory.

5. FEATURES REQUIRING SPECIAL ATTENTION

5.1 Existing Services

The Contractor must take all precautions against damaging existing structures or services or affecting the operation of the existing works. The municipality and other service owners must be approached to indicate these existing underground services before any works in any area shall commence. The contractor should request 7 days in advance for the indication of existing services.

The Contractor will be held responsible for any damage to these services during the execution of the Works. Damaged services must immediately be reported to the proper authority and repaired to the satisfaction of the Engineer.

5.2 Surveying

The Contractor must use the services of, or employ a competent engineering surveyor to set out the Works and to ensure that the specified tolerances are adhered to.

Payment for the setting out will be deemed inclusive in the rates and no additional payment will be made in that regard.

No beacons, reference pegs, corner pegs, etc. may be disturbed or removed without the prior consent of the Engineer.

5.3 Source of Materials

The Contractor will be responsible for locating of all materials complying with the relevant minimum requirements to be used in this contract. No separate payments shall be made for this as all costs related thereto shall be deemed to be covered by the bid rates.

5.4 Environmental Management

A requirement for the approval of the project by the Department of Environmental Affairs is that the contractor must maintain the Environmental Management Plan attached as Annexure C during the construction period to ensure that the environmental impact of the activity is minimized and that all mitigating requirements are met.

No claims to maintain the Environmental Management Plan will be considered. Work required maintaining the Environmental Management Plan is considered to be included in the bid rates bid by the contractor.

5.5 Occupational Health and Safety Act

Separate allowance to be made in the Tender document for the Principal Contractor to comply with the Occupational Health and Safety Act (Construction Regulations).

The project Health and Safety Specifications is attached as Annexure D.

Provision therefore is to be made as specified. These items are to be included in the Tender to be submitted.

5.6 Use of local labour

The funds for this project have been made available by The Water Services Infrastructure Grant Programme (WSIG) through the **King Cetshwayo District Municipality**, the condition being that as much local labour is used where possible. For this project only the contract manager and key personnel shall be imported. All the other labour shall be from the local community. Special Conditions of Contract which indicate the minimum requirements in terms of employment targets and reporting, must be fully complied with. The rates tendered by the contractor will be assumed to have specifically included for these terms.

The contractor will during the period allowed for site establishment directly after the introductory meeting with the community, set up a meeting with the Labour Desk, which meeting must be scheduled prior to the date of physical commencement of the works. The purpose of this meeting is to maximize the use of local labour force for any task on the project for which local expertise might be available.

To achieve this, the contractor shall at the introductory meeting, having completed his preliminary planning for the project, submit to the Chairman of the Labour Desk a list of possible people that could be utilized on the project.

At the first meeting following the introductory meeting referred to in the first paragraph, the Labour Desk will submit the names and details of labourers from the local community complying to the contractor's requirements. The contractor will during the period of site establishment and before the commencement of any physical work allow for three consecutive meetings with the Labour Desk and local people in order to interview candidates and to negotiate suitable rates. Each meeting must be minuted and an attendance register kept. The contractor must through this exercise prove that he has exhausted all means to maximize the use of local labour.

A specific item for this exercise is allowed for in the fixed cost section of the Preliminary and General section. The contractor must further allow in his construction programme a specific item for this exercise since no construction work will commence prior to completing these. This task may however run concurrent with the time allowed for general site establishment. In programming this task, the contractor must take cognizance of local customs and the speed at which communication in these rural communities takes place. A minimum period of three weeks is recommended for this task, but the contractor must make his own estimate in this regard.

The engineer will certify no payment under the above item unless the minutes of each meeting mentioned above, together with attendance registers, are submitted to the engineer.

The engineer or facilitator or duly authorized representative from either the engineer or the facilitator might attend these meetings as an observer, but will not be involved in any recruitment, negotiations or sub-contract price negotiations whatsoever.

5.7 Community Liaison Officer (CLO)

It may be required of the Contractor to appoint a Community Liaison Officer for the duration of the contract. This person will be a resident of the area and will be sourced in conjunction with and appointed with the approval of the local community structures, the Engineer and the Employer.

The function of the Community Liaison Officer will in brief be to keep residents and consumers fully informed of the extent, programme and duration of the contract at all times, as well as all planned interruptions to supply, whilst all complaints and enquiries by residents, consumers or the public at large are to be directly communicated to him for attendance by the Contractor. Payment will be effected as measured on a monthly basis.

The Ward Councillor shall generally be responsible for the selection of the CLO. The Ward Councillor in whose ward work is to be done will identify a community liaison officer for the project and make that person known to the contractor within two days of being requested to do so. The selected CLO will be accountable to the Contractor.

The CLO shall be employed on a full day basis, for the duration of the contract. When not undertaking specific CLO duties, the CLO will be expected to undertake any other work allocated by the Contractor.

The minimum skills for a CLO shall include:

- a) An ability to work with others
- b) An ability to communicate in English and Zulu
- c) An ability to communicate in writing
- d) Sound interpersonal skills

Previous experience in community facilitation, knowledge of construction work and relevant labour legislation would be an advantage.

The contractor will be required to enter a written contract with the CLO that specifies:

- a) The hours of work and the wage rate of the CLO (200% of the Civil Engineering Industry minimum wage rate)
- b) The duration of the appointment
- c) The duties to be undertaken by the CLO which could include
 - 1) Assisting in all respects relating to the recruitment of local labour and advising them of their rights.
 - 2) Acting as a source of information for the community and councilors on issues related to the contract.
 - 3) Keeping the contractor advised on community issues and issues pertaining to local security.
 - 4) Assisting in setting up any meeting or negotiations with affected parties.
 - 5) Keeping a site diary of any labour or community issue that may arise.
 - 6) Any other duties that may be allocated by the contractor.
 - 7) Monitoring and reporting on general Health and Safety issues on site.
 - 8) Assisting in AIDS/HIV awareness programmes.
- d) It must be noted that the CLO has no authority to issue any instructions to the Contractor.

Responsibility for the identification of a pool of suitable labour shall rest with the CLO, although the contractor shall have the right to choose from that pool. The contractor shall have the right to determine the total number labourers required at any one time and this may vary during the contract.

The Contractor shall have the right to replace labour that is not performing adequately. Should such occasion arise, it must be done in conjunction with the CLO.

The CLO needs to be seen as neutral by all parties and therefore should endeavour not to take sides should a conflict arise.

5.8 Tender Drawings

The drawings that form part of the Tender documents shall be used for Tender purposes only. The depths, pipe sizes and lengths of pipes as shown on drawings are subject to confirmation on site, and the Contractor shall submit all such information to the Engineer for confirmation before he commences any construction work.

5.9 "As-builts" Drawings

The Contractor shall provide the Engineer with "as-built" drawings at the end of the contract indicating all levels, positions, coordinates, sizes, etc.

For this purpose an additional set of drawings will be kept in the site office, for the exclusive use of keeping as-built information.

The completion certificate shall only be issued after the Engineer has received a properly completed set of "As-Built" drawings from the Contractor. No separate payment shall be made for this service, as all costs related thereto shall be deemed to be included in the related items.

5.10 Housing for contractor's employees

No housing is available for the Contractor's employees, and the Contractor shall make his own arrangement for housing his employees and transporting them to and from the site. The Contractor is in all respects responsible for the housing and transporting of his employees and for the arrangement thereof, and no claim for extension of time due to any delays resulting from this, will be considered.

5.11 Rain Gauge

An approved rain gauge properly fenced off shall be provided by the Contractor free of charge in order to enable him to claim for extensions of time.

PART C5: ANNEXURES

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ANNEXURE A: DRAWINGS

DRAWING NO.	DESCRIPTION

ANNEXURE B: ENVIRONMENTAL MANAGEMENT PLAN

ANNEXURE F: REQUIREMENTS OF THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

This section provides specifications with regard to the following:

(a) The Expanded Public Works Programme (EPWP)

The Contractor shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project). Such local labour shall be the targeted participants in the EPWP programme.

Furthermore, in order to avoid duplication of training programmes and training facilities, all structured training, including the training for Small Contractor Development (SCD), (in those instances where SCD is included in the contract), shall be measured and paid for in terms of the pay items provided in this section.

1. Expanded Public Works Programme (EPWP)

1.1 Labour-Intensive Construction (LIC), supervision and management for the Expanded Public Works Programme (EPWP)

The Expanded Public Works Programme (EPWP) is a multi-sectoral government initiative to create jobs. In the case of the infrastructure sector, existing government expenditure is realigned using labour-intensive technologies to create job opportunities. This involves the use of both labour and plant, where labour is preferred and plant is used appropriately.

All work undertaken in terms of the Expanded Public Works Programme (EPWP) shall be implemented using labour-intensive construction methods to the extent economically feasible, in accordance with the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) Third Edition 2015".

The aforementioned guidelines can be downloaded from the EPWP website of the Department of Public Works (<http://www.epwp.gov.za/>).

Items scheduled for labour-intensive construction are marked with the letters "LI" in the schedule of quantities in the manner described in the Pricing Instructions.

Contractors shall note that they shall employ in labour-intensive works only those supervisory and management staff that have completed the required Skills Programme in terms of Appendix C of the aforementioned guidelines:

- Foremen / Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes";
- Site Agent / Construction Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent Quality Council for Trades and Occupations (QCTO) qualifications at NQF level 5 or 7.

In addition to their normal supervisory and management functions, the aforementioned supervisory and management staff shall also be responsible for setting the workers' daily tasks in accordance with labour-intensive construction principles, and for ensuring that the EPWP job creation reporting data is accurately recorded on a daily basis and compiled and submitted to the Employer each month in accordance with clause 3 of this section.

1.2 Labour laws applicable to the Expanded Public Works Programme (EPWP)

The work to be undertaken on this contract by unskilled or semi-skilled workers under the Expanded Public Works Programme (EPWP) shall be implemented in accordance with:

- the Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programmes (EPWP), issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. 129 of 18 February 2011 (Government Gazette No. 34032 of 18 February 2011); and
- Ministerial Determination 4: Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R347 of 4 May 2012.

The aforementioned Government Notice No. R347 contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do not apply to persons employed in the supervision and management of an Expanded Public Works Programme (EPWP).

The above documents can be downloaded from the EPWP website of the Department of Public Works (<http://www.epwp.gov.za/>).

1.3 Persons to be employed under the Expanded Public Works Programme (EPWP)

All local labour required for the execution of labour-intensive works shall be engaged strictly in accordance with prevailing legislation.

The Contractor shall, through the Project Liaison Committee (PLC) and with the assistance of the Community Liaison Officer (CLO), inform the local community of the labour-intensive works proposed and the employment opportunities thereby presented.

The Contractor shall determine the minimum education level / skills required to undertake the works specified. In consultation with the PLC and the War Room convener for each relevant ward, selection of the local labour shall be made from households on the Operation Sukuma Sakhe (OSS) database profiled through the War Room for each ward. The list obtained from the OSS database must be accompanied by a letter from the War Room convener confirming that all the information provided was sourced from the War Room and that all listed incumbents reside within the relevant ward. The Contractor must maintain records of household profiles as part of the portfolio of evidence for selection. Selection shall be based on the minimum education level / skills required and the most needy households, as determined by the household profiling. Preference shall be given for at least one person from each household in the community to be employed before further persons are considered for selection.

The Contractor shall endeavour to ensure that the number of temporary jobs using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project), shall include for a minimum allocation of:

- 55% women;
- 55% youth who are between the ages of 16 and 35; and
- 2% persons with disabilities.

All labour recruitment, employment and associated risks shall remain the sole responsibility of the contractor.

The contractor shall comply with the minimum supervisor to worker ratio stated below, required to ensure the effective supervision of the labour-intensive works for all LI activities undertaken on this project.

Minimum supervisor to worker ratio = 1:12

1.4 Contract of employment with persons employed under the Expanded Public Works Programme (EPWP)

The Contractor shall enter into a formal contract of employment with each person employed under the Expanded Public Works Programme (EPWP), using the pro forma contract of employment attached at the end of this section: Particular Specifications.

The Contractor shall note that all such formal contracts of employment entered into with persons employed under the Expanded Public Works Programme (EPWP) shall expire on 31 March each year, and the Contractor shall therefore be required to enter into new contracts with such persons as of 1 April each year.

1.5 Employment of targeted labour under the Expanded Public Works Programme (EPWP)

The Contractor shall be contractually obliged to:

- (a) brief EPWP workers on the conditions of employment;
- (b) enter into a formal contract of employment with each EPWP worker, which contract will form part of the Employment Agreement;
- (c) keep personnel files for all EPWP workers and make copies available to the Employer if and when requested; and
- (d) ensure that payments to EPWP workers are made in accordance with Government Notice No. R347.

The rate of pay for persons employed under the Expanded Public Works Programme (EPWP) shall be:

R 95-44 per day (for time-rated workers).

During those periods when an EPWP worker is engaged in formal classroom training (other than in-service training), the rate of pay shall be equal to the minimum wage rate as set on an annual basis in the Ministerial Determination for the Expanded Public Works Programme.

Tasks set by the Contractor shall be such that:

- (a) the average EPWP worker completes 5 tasks per week in 40 hours or less; and
- (b) the weakest EPWP worker completes 5 tasks per week in 55 hours or less.

The Contractor shall revise the time taken to complete a task whenever it is established that the time taken per week to complete the tasks set does not fall within the limits indicated in (a) and (b) above.

1.6 Training of persons employed under the Expanded Public Works Programme (EPWP)

The training of persons employed under the Expanded Public Works Programme (EPWP) is described in clause 4 below.

1.7 Contractor's obligations towards persons employed under the Expanded Public Works Programme (EPWP)

Over and above implementing in accordance with Government Notice Nos. 129 and R347 the EPWP work to be undertaken on this contract, it shall be the responsibility of the Contractor to carry out the following functions with respect to the EPWP workers:

- (a) ensure that all participants are covered by the Compensation for Occupational Injuries and Diseases Act, 1993, for as long as they are contracted to the Contractor, and pay in full to the Compensation Commissioner such amounts as are due in terms of the Act;
- (b) pay in full to the Unemployment Insurance Fund for all participants such UIF contribution amounts as are due in terms of the Unemployment Insurance Act, 2001, as amended, and the Unemployment Insurance Contributions Act, 2002, as amended, and provide proof of such UIF payments upon request;
- (c) ensure that all participants are paid their wages on time through the pre-agreed payment method as stipulated in the participant contract of employment;
- (d) implement health and safety procedures with respect to the participants, ensuring that the health and safety regulations are adhered to;
- (e) ensure that all participants receive induction on site safety prior to commencing with work on site;
- (f) provide all participants with the necessary protective clothing and equipment as required by law for the specific tasks in which the participants are involved, in addition to the branded overalls stipulated for EPWP workers;
- (g) provide safe on-site storage facilities for apparel and tools issued to the participants;
- (h) assist in the assessment of participants with regard to their competencies;
- (i) provide overall supervision and day-to-day management of participants; and
- (j) implement strict quality control to ensure that the work carried out by the participants is of the required standard, and, where necessary, to train and mentor the participants to assist them in achieving the standards required.

1.8 Apparel and tools for persons employed under the Expanded Public Works Programme (EPWP)

The Contractor shall provide Personal Protective Equipment (PPE) to all EPWP workers in accordance with the requirements arising from Part E: OHS 1993 Health and Safety Specification and the Contractor's site specific health and safety plan and accompanying risk assessments.

Where indicated below, certain items of the PPE issued by the Contractor to the EPWP workers shall include branded EPWP markings in accordance with the attached branding requirements.

PPE shall comprise the following:

- (a) Compulsory PPE issued to all EPWP workers for use during general work activities:
 - Protective overalls (two sets), green in colour, with EPWP branding;
 - Lime green reflective safety vest with EPWP branding;
 - Protective footwear; and
 - Protective gloves.
- (b) PPE issued to EPWP workers for specific activities where required in terms of the Contractor's site specific health and safety plan and accompanying risk assessments, such as:
 - Protective headwear, green in colour, with EPWP branding;
 - Protective eyewear such as spectacles and goggles;
 - Protective face shields;

- Protective earplugs and earmuffs;
- Respiratory masks;
- Disposable safety apparel;
- Kidney belts;
- Safety harnesses; and
- Any other protective equipment identified.

The Contractor shall replace any item of issued PPE that becomes unserviceable.

The Contractor shall not charge any fee to the EPWP workers for the prescribed PPE issued except under the following circumstances:

- where the employee requests the issue of additional PPE in excess of what is prescribed;
- where the employee has patently abused or neglected the issued PPE leading to early failure; or
- where the employee has lost the issued PPE.

The Contractor shall instruct and train the EPWP workers in the use of all PPE issued, and shall ensure that they use the prescribed equipment.

EPWP workers shall not have the right to refuse to use or wear the equipment prescribed by the Contractor. If it is not possible for an EPWP worker, through health or any other reason, to use or wear the prescribed PPE issued, such employee shall not be allowed to continue working under the hazardous conditions for which the equipment was prescribed. Under such circumstances an alternative solution shall be found, and this may include relocating or discharging the employee.

The Contractor shall provide each EPWP worker with hand tools of adequate quality and of the type required to carry out the assigned tasks safely and efficiently.

The Contractor shall instruct and train the EPWP workers in the safe and efficient use of all hand tools issued.

The Contractor shall maintain the issued tools in a serviceable and safe working condition.

The EPWP workers shall be responsible for the safe on-site storage of all PPE and tools issued to them, using the storage facilities provided on site by the Contractor.

No separate payment shall be made for providing the EPWP workers with PPE, or for providing relevant items of PPE in the specified colours with branded EPWP markings. Furthermore, no separate payment shall be made for providing the EPWP workers with hand tools or for providing them with safe storage facilities on site for PPE and tools. The Contractor shall therefore make provision for all costs related to providing the PPE, tools and safe storage facilities in the tendered rates and prices for the various items of work scheduled throughout the schedule of quantities.

1.9 EPWP contract signboard

The Contractor will be required to erect a contract signboard displaying the EPWP logo, indicating that this project is part of the Expanded Public Works Programme (EPWP). All costs related to the provision, erection and subsequent removal of the contract signboard shall be refunded to the Contractor through the pay item provided in section 1300 of the schedule of quantities for this purpose.

1.10 Payment matters relating to the EPWP work

1.10.1 General

No separate pay items shall be provided in terms of the schedule of quantities for the construction work activities carried out by EPWP participants. Payment for such work activities shall be made only indirectly, in terms of the pay items scheduled for the work activities in which such persons are engaged.

Furthermore, no direct payment will be made to cover the Contractor's costs associated with implementing the on-site work programme for the EPWP participants, for planning, organising, directing, controlling and administering their day to day activities, including the setting of daily tasks, record keeping and any on-site liaison, training and mentoring required, and for the associated job creation reporting, and such costs shall therefore be built into the rates tendered for the various items of work scheduled throughout the schedule of quantities.

1.10.2 Payment for labour-intensive components of the work

Payment will be made for items which are designated for labour-intensive construction in the schedule of quantities only in those instances where such items are constructed using labour-intensive methods.

Any unauthorised use of plant to carry out work which was scheduled to be carried out using labour-intensive methods will not be condoned and any Works so constructed will not be certified for payment. Any nonpayment for such Works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

During the course of construction, as a result of unforeseen site conditions or operating conditions encountered, it may happen that an item designated for labour-intensive construction can no longer be carried out in a safe and economically feasible manner, either in full or in part, using labour-intensive methods. In such instances the Employer's Agent shall, where necessary, order a variation in terms of clause 6.3 of the of the General Conditions of Contract 2015 with respect to that portion of the item quantity that cannot be carried out using labour-intensive methods.

1.11 Penalty applicable to any shortfall in the local labour content achieved

The amount spent on wages for local labour (excluding VAT) for this project, as certified by the Employer's Agent, shall equal or exceed the specified minimum percentage of the contract amount which is the Contract Price (adjusted to exclude penalties and value added tax).

The Contractor is obliged to commit to or exceed the specified minimum percentage of local labour content stated by the Employer.

In the event that the Contractor fails to substantiate that any failure to achieve the minimum required local labour content for this project is due to quantitative underruns, the elimination of items contracted to local labour, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable for a financial penalty as prescribed in clause SCC 4.1.1 of the Special Conditions of Contract. The financial penalty shall be calculated as follows:

$$P = 0,05 \times [(E - E_o)/100] \times CA$$

where:

E is the specified minimum percentage for local labour content

E_o is the local labour content percentage which the Employer's Agent certifies as being achieved upon completion of the contract

CA is the contract amount which is the Contract Price (adjusted to exclude penalties and value added tax) P is the monetary value of penalty payable

The penalty shall not apply to shortfalls in the allocations to the individual target groups (i.e., Women/Youth/Disabled as per clause 1.3 above), only to shortfalls in the total local labour content achieved.

The evaluation of the Contractor's achievement of the local labour content percentage shall be undertaken monthly by the Employer's Agent, based on the accumulative achievements in comparison to the programmed utilisation of local labour. Failure by the Contractor to achieve the interim target shall result in the Contractor being liable for a financial penalty as prescribed in this clause.

2. JOB CREATION REPORTING FOR EPWP

In order to assist the Employer in complying with the goal of creating EPWP job opportunities, the Contractor must provide the information specified in clause 3.1 below for reporting purposes.

In addition, the Contractor's payment certificates shall be accompanied by the information specified in clause 3.2 below.

2.1 Type of project data required per project

Every EPWP project shall collect and keep specific project data for the purpose of EPWP progress reporting on a monthly basis, using the EPWP Data Collection Tool template (this will be made available to the Contractor in Microsoft Excel format - refer to the pro forma spreadsheets at the end of this section of the Particular Specifications).

The data that is required to be kept, maintained and reported on a monthly basis for each project includes:

2.1.1 Participant (local labour) data

A participant list of the local labour employed must be maintained for every EPWP project. The data required in this participant list is indicated below. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting. The participant list shall contain the following data and shall be kept and maintained on site for audit purposes:

- (a) Participant identity – name, surname, initials, date of birth and identity number (or other unique identifier) plus certified copy of ID book.
- (b) Participant profiles – nationality, gender, age, education level and disability status.
- (c) Work data for participants – daily wage to be received, number of calendar days training attended and number of calendar days worked.
- (d) Records of training – as required in terms of the EPWP Data Collection Tool template.

In addition, the signed contracts of employment between the Contractor and each EPWP participant shall be kept and maintained on site for audit purposes.

2.1.2 Project work data

The project work data generally seeks to confirm the number of people at work daily on the project. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting. The data shall be maintained on site by the Contractor, in order that it can be provided by the Employer to the National Department of Public Works upon request when the latter is undertaking sample auditing. The data shall include:

- (a) Daily attendance register – register for each day showing all the workers that were registered as being at work on that day. Attendance registers shall be completed on site on a daily basis and signed off by the Contractor on a weekly basis.
- (b) Summary of monthly attendance.

2.1.3 Project payment data

The project payment data generally seeks to confirm what was paid, for how much work and to whom. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting.

It is required that the Contractor adopt one of the following methods as standard procedure for recording and maintaining this information:

- (a) Payment register – this is a list of the workers showing the wages paid to each worker, and signed off by each worker as proof of receipt and acceptance of payment. Information on this register must include the name of the worker, either an identity number or other unique identifier, the number of calendar days that the pay period covers, the wage rate and the total wages paid; or
- (b) Bank records showing the transfers to each worker account, signed off by the Contractor as proof of payment – these bank records must specifically show the name of the worker, either an identity number or other unique identifier, the period which the pay covers and the total wages paid.

The project payment data, as recorded and maintained by the Contractor in terms of either (a) or (b) above, must be available and applicable for the entire period for which the Employer claims an incentive reward for person-days of work created in terms of the project.

2.1.4 Employment output data

The Contractor shall submit to the Employer at each monthly site meeting a progress report detailing production output compared to the programme of works, together with the data necessary to enable the Employer to calculate the following employment output data in accordance with the EPWP Data Collection Tool template:

- (a) Number of work opportunities created (where one work opportunity = paid work created for one individual on an EPWP project, for any period of time).
- (b) Number of person-days of work created (where one person-day = one day of work carried out by one individual). The total number of person-days of work created on a particular EPWP project shall be obtained by summing the total number of person-days worked by each individual employed during the course of that EPWP project.
- (c) Number of Full Time Equivalents (FTE) created (= total number of person-days of work created on the EPWP project divided by 230 working days). In terms of EPWP policy, one year of work created for one individual is assumed to comprise a total of 230 days of paid work carried out by that individual.
- (d) Average duration of work opportunities created (= total number of person-days of work created on the EPWP project divided by the number of work opportunities created on that EPWP project).
- (e) Average daily wage rates paid (= accumulated total of the wages paid to all individuals employed on an EPWP project divided by the total number of person-days of work created on that EPWP project).
- (f) Training information.

2.2 Project data to be submitted with the Contractor's payment certificates

The Contractor's payment certificates shall be accompanied by labour returns providing the labour information for the corresponding period in a format specified by the Employer.

Should the Contractor choose to delay submitting payment certificates, the labour returns shall nevertheless still be submitted as per the frequency and timeframes stipulated by the Employer. The Contractor's payment certificates shall not be paid by the Employer until all pending labour information has been submitted.

The following information shall be maintained on site and submitted with each payment certificate in the format specified by the Employer:

- (a) Copies of the signed contracts between the Contractor and any new EPWP participants (the Contractor shall note that all such formal contracts of employment entered into with persons employed under the Expanded Public Works Programme (EPWP) shall expire on 31 March each year, and the Contractor shall therefore be required to enter into new contracts with such persons as of 01 April each year, and shall be required to submit copies of all such new contracts with the first payment certificate thereafter);
- (b) Certified ID copies of all local labour employed as EPWP participants;
- (c) Attendance registers for the EPWP participants;
- (d) Proof of payment of EPWP participants; and
- (e) Information as required in terms of the EPWP Data Collection Tool template.

3. PROVISION OF STRUCTURED TRAINING

3.1 Scope of structured training

In order to avoid duplication of training programmes and training facilities, all structured training, shall be implemented, measured and paid for in accordance with the requirements of this section: Requirements of the Expanded Public Works Programme (EPWP).

The Employer's objectives include the training of local labour and Targeted Enterprises within a structured programme, in order to equip them with skills that will assist them in gaining future employment, and to facilitate targeted EPWP participants in gaining competencies and unit standard credits towards future full learnership qualifications.

Such training shall contain both theoretical and practical components and shall be conducted in accordance with the various laws and regulations contained in the South African Qualifications Authority (SAQA) statutes.

The following aspects of the structured training to be provided are noted:

The Employer has no service agreement or memorandum of understanding with any Education and Training Quality Assurance (ETQA) body, and therefore does not function as the employer as defined under any three-party learnership agreement between the learner, the training provider and the employer.

The structured training programmes implemented on this contract, although comprising several unit standards, are unlikely to total to sufficient credits for a full learnership qualification. Nevertheless, the competencies and credits achieved should contribute to a full learnership through the later acquisition by the learner of the remaining unit standards required for the full learnership.

The Contractor shall be required to provide a training facility on the Site, or in close proximity thereto, and to provide over the duration of the contract the following structured training for EPWP participants:

- (a) Generic skills training;
- (b) Entrepreneurial skills training; (c) Construction skills training; and
- (d) In-service training.

Generic skills training and in-service training shall be provided to all EPWP participants.

Entrepreneurial and construction skills training shall be provided to targeted EPWP participants only.

Entrepreneurial skills training comprises both management skills training and business development skills training.

Construction skills training comprises specific on-task skills training.

3.2 Training provider and trainers

The Contractor shall be required to procure the services of a training provider accredited by the Construction Education and Training Authority (CETA).

The training provider shall have in its employ trainers who are registered as assessors with the Construction Education and Training Authority (CETA), and who shall deliver the training.

Proof of the accreditation of the service provider and the registration of the trainers by the CETA shall be submitted to the Employer's Agent. Such accreditation and registration shall be current and valid, and the proof submitted shall include the NQF levels and unit standards for which each trainer is accredited.

3.3 Skills analysis and selection of targeted EPWP participants

Studying for any learnership requires minimum literacy and numeracy competencies as defined by SAQA. The actual literacy and numeracy levels of the persons employed on the Site shall provide a basis to guide the Contractor and the training provider on how to conduct the selection process.

The Contractor shall therefore conduct a skills analysis of the local labour and Targeted Enterprises employed, in order to determine the formal education qualifications of each employee.

The Contractor, in conjunction with the training provider, shall then identify those persons that display the potential to benefit from such structured entrepreneurial and construction skills training as may be provided for in the contract, and shall make recommendations in this regard to the Employer's Agent.

The final candidates selected for such training shall be decided between the Contractor and the Employer's Agent (or by the Project Management Team (PMT) in the case of training for Targeted Enterprises in terms of Part G: Small Contractor Development, where applicable).

3.4 Structured training programmes

The Contractor, supported by the training provider, shall plan then implement structured training programmes for generic, entrepreneurial and construction skills training.

Training courses shall commence within four months of the Contractor taking possession of the Site, and shall be completed before the Due Completion Date.

All training shall take place within normal working hours, or as otherwise agreed with the learners.

The training provider shall design, compile and deliver the structured training programmes, based on the information obtained from the skills analysis.

The structured training programmes designed by the training provider for the generic skills training shall comprise relevant general courses such as basic hygiene and HIV/AIDS awareness, first aid, road safety, managing personal finance, and other courses that would be useful to workers in the road construction industry or as life skills generally.

The structured training programmes designed by the training provider for the entrepreneurial skills training shall comprise unit standards that contribute towards one or more of the following full learnership qualifications, as appropriate taking into consideration the skills analysis information for the selected candidates (details of the learnership qualifications and the applicable unit standards may be found on the website www.saqa.org.za):

ENTREPRENEURIAL SKILLS TRAINING				
Qualification title	SAQA qualification ID	NQF level	Minimum credits	Purpose of qualification
National Certificate: Supervision of Construction Processes	49053	Level 4	176	Learners found competent against this qualification will be able to execute the supervision of construction processes, with specialisation in a specific context

The structured training programmes designed by the training provider for the construction skills training shall comprise unit standards that contribute towards one or more of the following full learnership qualifications, as appropriate taking into consideration the skills analysis information for the selected candidates (details of the learnership qualifications and the applicable unit standards may be found on the website www.saqa.org.za):

CONSTRUCTION SKILLS TRAINING				
Qualification title	SAQA qualification ID	NQF level	Minimum credits	Purpose of qualification
National Certificate: Supervision of Construction Processes	49053	Level 4	176	Learners found competent against this qualification will be able to execute the supervision of construction processes, with specialisation in a specific context
National Certificate: Construction: Roadworks	24173	Level 3	155	This qualification is for persons who work or intend to work within a construction context on a site, and who seek recognition for essential skills in construction operations in roadworks.
National Certificate: Construction: Roadworks	24133	Level 2	120	This qualification is for persons who work or intend to work within a construction context on a site, and who seek recognition for essential skills in construction operations in roadworks.
National Certificate: Occupational Health, Safety and Environment	74269	Level 2	120	This qualification is to equip learners working in any type of workplace with a broad understanding and knowledge of Occupational Health, Safety and Environmental (HSE) concepts and practices with sufficient detail to enable them to function in a safe and healthy way and to deal with health and safety problems and issues.

The Contractor's proposed training programmes shall be subject to the approval of the Employer's Agent, and the Contractor shall, if so instructed by the Employer's Agent, alter or amend the programmes and the course content to meet any additional needs identified.

The Contractor shall be responsible for everything necessary for the delivery of the training programmes, including:

- (a) the provision of the trainers;
- (b) the provision of a suitable secure venue complete with adequate furniture, lighting, air conditioning, power and ablution facilities;
- (c) the provision of all necessary stationery, consumables and study materials;
- (d) the transportation of the learners to and from the training facility;
- (e) the payment of wages to all learners during the classroom training at a rate equal to the minimum wage rate as set on an annual basis in the Ministerial Determination for the Expanded Public Works Programme;
- (f) the provision of any relevant Personal Protective Equipment (PPE) required for the training; and
- (g) additional supervision of the learners during the practical learning stage of the training carried out by constructing relevant elements of the Works (wages for the learners during this stage of the training will be paid through the rates tendered for the relevant scheduled work items for those elements).

At the successful completion of each course, the Contractor's training provider shall, as proof of attendance and completion, issue each learner with a certificate indicating the course content.

The training provider shall also ensure that each unit standard contributing towards a full learnership qualification and successfully completed by the learner is entered onto the national database.

The Contractor shall keep comprehensive records of the training given to each learner and the certificates issued, and shall provide copies of such records to the Employer's Agent when required.

The Contractor shall also complete and submit to the Employer's Agent each month, in a format acceptable to the Employer (using the EPWP Data Collection Tool template), a return detailing the training provided, both for the month and cumulatively for the contract.

3.5 In-service training

The Contractor shall, from the commencement of the contract, implement an in-service training programme in which the various skills required for the execution and completion of the Works are imparted to the EPWP participants engaged thereon.

Throughout the duration of the contract, the EPWP participants shall be trained progressively through the various stages of each particular type of work in which they are engaged, and their work shall be supervised and monitored and their methods corrected where necessary.

The in-service training programme shall be submitted with the initial Works programme. The Contractor shall record the progress in relation to this programme on a monthly basis, and this progress report shall be incorporated in the monthly site meeting minutes and the payment certificate.

The Contractor shall provide sufficient skilled and competent trainers to train all EPWP participants engaged on the contract in the various skills required to enable them to carry out the required construction activities.

The in-service training of EPWP participants shall take place before commencement of the relevant construction activity, and the Contractor shall take into account in his programme the lead time required for such training. All in-service training shall be deemed to be an element of the relevant construction activity.

All formal in-service training shall be documented in terms of the EPWP Data Collection Tool template, and shall be accompanied by an attendance register of the EPWP participants on the applicable days.

All EPWP participants shall be remunerated at their agreed wage rate in respect of the time spent undergoing in-service training. The cost of the Contractor's in-service training obligations shall be deemed to be covered by the sums and rates tendered for items B13.01(a), (b) and (c) in the schedule of quantities.

On termination of their employment, the Contractor shall provide each EPWP participant engaged on the contract with a certificate of service on which the following information shall be recorded:

- the name of the Contractor;
- the name of the project / contract;
- the name of the employee;
- the nature of the work satisfactorily executed by the EPWP participant and the time spent thereon;
- the nature and extent of training provided to the EPWP participant; and
- the dates of service.

3.6 Training venue facility

The training venue facility to be provided by the Contractor shall be constructed, furnished and fully serviced for the duration of the contract in accordance with section 1400 of the COLTO standard specifications.

In order to minimise the cost of transporting the learners for training, the facility shall be located in secure premises on the Site, or in close proximity thereto.

This facility shall be used to deliver all training.

The facility shall accommodate a class of up to 25 learners and shall comprise the following:

- | | | | |
|--|---|---------------------|--|
| (a) Lecture room (interior area) | = | 48 m ² | |
| (b) Ablutions (male) | = | 6 m ² | |
| (c) Ablutions (female) | = | 6 m ² | |
| (d) Chairs for learners (individual chairs, with backs) | = | 25 off | |
| (e) Desk area for 25 learners (500 mm width) | = | 12,5 m ² | |
| (f) Chairs for trainers and management (individual chairs, with backs) | = | 5 off | |
| (g) Table area for trainers and management | = | 3 m ² | |
| (h) 220/250 volt power points | = | 6 off | |
| (i) Double 80 watt fluorescent light fittings complete with ballast and tubes | = | 6 off | |
| (j) Single incandescent light fittings complete with 100 watt globes | = | 4 off | |
| (k) Wash hand basins complete with taps and drains | = | 4 off | |
| (l) Fire extinguishers, 9,0 kg, all purpose dry powder type, complete, mounted on wall with brackets | = | 2 off | |
| (m) Air conditioning units with 2,2 kW minimum capacity, mounted and with own power connection | = | 4 off | |
| (n) Voltage stabilizers | = | 2 off | |
| (o) Floodlights complete with poles and 500 Watt minimum globes and controlled by photocells | = | 2 off | |
| (p) White boards (3 m x 1,5 m) | = | 1 | |
| (q) Venetian blinds | = | 12 m ² | |

3.7 Construction skills training

The focus of training provided on the contract should be to support the development of the Targeted Enterprise. Construction skills training will be approved by the PMT only when appropriate.

The Targeted Enterprise, their workforce and hired labour that show initiative will be entitled to receive structured training that will improve on-task skills necessary for the execution and successful completion of the works. The Contractor, in conjunction with the Employer's Agent, shall monitor the progress of the hired labour and each Targeted Enterprise closely and shall identify those who, in their collective opinion, will benefit from structured construction skills training as may be provided for in the contract, and where required by the Employer's Agent shall make recommendations in this regard. The final list of candidates shall be

decided between the Contractor and the Employer's Agent, and those selected shall receive formal construction skills training in a programmed and progressive manner throughout the duration of the contract.

The training programme shall offer complete courses that could comprise some or all of the following modules:

- (i) Use and maintenance of hand tools;
- (ii) Operation of equipment;
- (iii) Manufacture and installation of minor precast concrete units;
- (iv) Erect, dismantle and maintain formwork;

- (v) Basic concrete skills;
- (vi) Excavation, backfill and compaction;
- (vii) Bricklaying;
- (viii) Erosion protection using stone pitching, gabions or reos.

The Contractor shall be responsible for the provision of everything necessary for the delivery of the various training workshops and modules including:

- (i) Provision of a suitable fully serviced training venue facility;
- (ii) Procurement of suitable accredited trainers;
- (iii) Provision, in conjunction with the accredited trainers, of all the necessary training materials, including stationery and study materials; and
- (iv) transportation of the learners to and from the training venue facility (it is therefore in the Contractor's interest that the training venue facility be provided on the site in order to reduce these transportation costs).

In order to avoid duplication of training programmes and training facilities, all structured training, including the training described in this section: Small Contractor Development, shall be measured and paid for in terms of the pay items provided for training in Requirements of the Expanded Public Works Programme (EPWP).

4. COMMUNITY LIAISON

(a) Project Liaison Committee

The process of implementing infrastructure projects will be undertaken by means of structured engagement between those responsible for the delivery of the project and the community.

A Project Liaison Committee (PLC) is a vital means of communication between the parties involved with the project. A PLC may be formed if the project is such that a specific community can be identified.

The PLC comprises representatives of the employer, the engineer and formal structures within the community. The contractor shall make use of these communication channels, and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PLC, and this representative shall also attend the monthly PLC meetings when so requested.

The PLC shall meet at least once every month until such time as it is of the opinion that it could fulfil its tasks by meeting less frequently.

The PLC deals with local labour on the project, and is tasked with:

- assisting with community liaison and the resolution of community disputes;
- devising fair and transparent procedures that will assist the contractor in the engagement of labour;
- advising on and monitoring labour issues; and
- assisting in the resolution of labour disputes.

All labour recruitment, employment and associated risks shall remain the sole responsibility of the contractor.

4.1 Community Liaison Officer (CLO)

The contractor, after consultation with the Project Liaison Committee (PLC), shall appoint a competent local person as a Community Liaison Officer (CLO). The contractor shall appoint the CLO as part of his site personnel, and shall direct all his liaison efforts with the local community through the appointed CLO.

The period of employment and the remuneration of the CLO shall be determined jointly by the contractor, the engineer and the employer.

The CLO shall:

- (i) represent the community and assist the contractor, the engineer and the employer with communication between them and the community;
- (ii) work an 8-hour day with a total of 40 hours worked per week, and shall be present on site each day except when performing off-site community liaison activities;
- (iii) communicate daily with the contractor on labour related issues such as numbers and skill;
- (iv) assist in the identification and screening of local labourers from the community in accordance with the contractor's requirements;
- (v) inform local labour of their conditions of employment, including their period of employment;
- (vi) attend disciplinary proceedings involving local labour, and ensure that hearings are fair and reasonable;
- (vii) attend all meetings at which the community and/or local labour are present or are required to be represented;
- (viii) attend monthly site meetings to report on community and local labour matters;
- (ix) keep a daily written record of interviews and community liaison;
- (x) submit monthly returns regarding community liaison; and
- (xi) carry out all such other duties as agreed upon between all parties concerned.

A new pay item is included in section 1200 of the schedule of quantities relating to the payment of the CLO on a provisional sum basis. Payment under this item shall be made only for the period for which the duties of the CLO are required, and not necessarily for the full duration of the contract.

5. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993

All labour employed on the site shall be covered by the Compensation for Occupational Injuries and Diseases Act (COIDA), 1993, as amended. The Contractor shall pay in full, including the payment of the necessary levies, such amounts as are due in terms of the Act. These amounts shall not be included in the wage rates and shall be payments allowed for by the contractor in addition to the wages paid to labour. The manner in which compensation in terms of this Act shall be handled shall be resolved by the Contractor at the commencement of the contract.

6. LABOUR

A Project Liaison Committee has been established and is a vital means of communication between all parties involved with the project. The composition of the PLC comprises representatives of the Employer, the Employer's Agent and formal structures within the community.

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

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

Local labour is to be used and the employment of such labour is to be done in conjunction with the PLC. The PLC has formed a Labour Committee who shall assist the Contractor with the recruitment of local labourers to ensure an equal distribution of people employed between the various Amakosi in the area.

6.1 Labour-intensive construction methods

Labour-intensive construction shall mean the economically efficient employment of as great a portion of local labour as is technically feasible to produce a standard of construction as demanded by the specifications with completion by the Due Completion Date, where local labour is the primary resource, supported by plant for activities that cannot be carried out feasibly by labour only.

Labour-intensive construction activities are to be planned as task-based work as a general rule. A task means a fixed quantity of work, to be performed to a clearly defined quality. Task-based work means work in which a worker is paid a fixed rate for performing a task, which is clearly defined in terms of quantity and quality. Typically a particular task can be completed within a working day.

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

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

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

Subject to considerations of occupational health and safety, and subject to the nature of the in situ materials being such that they can be excavated efficiently by hand, the portions of the Works to be carried out under supervision using labour-intensive construction methods, designated as LI items in the bill of quantities, include, but are not limited to, the following:

- Erection of the contractor's and engineer's site establishment facilities;
- Provision of domestic services at the site establishment facilities;
- Provision of flagmen and labour for erecting traffic accommodation facilities;
- Clearing of the Site;
- Excavation for structures and open drains up to 1,5 m deep where the depth of the water table permits such excavation to be carried out safely, and the subsequent backfilling thereof;
- Bedding, selected fill, backfilling and compaction of all trenches for prefabricated culverts irrespective of depth, but assisted by mechanical compaction equipment in order to achieve the specified densities;

- Transportation and spoiling of all trench materials, where the disposal site is located within 20 metres of the source;
- Mixing and placing of concrete for valve chambers, scour valve chambers, air valve chambers and anchor thrust blocks;
- Construction of all brickwork required;
- Erection of falsework and formwork;
- Fixing of reinforcement;
- Spreading of offloaded earthworks materials to the extent scheduled;
- Excavation for and construction of stone pitching, and subsequent backfilling;
- Excavation for and construction of gabion boxes and mattresses, and subsequent backfilling; • Dismantling / erection of fences;
- Spreading of topsoil;
- Planting of grass cuttings, grass sodding and hand sowing of grass seeds; and
- Cleaning and tidying up of the Site.

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

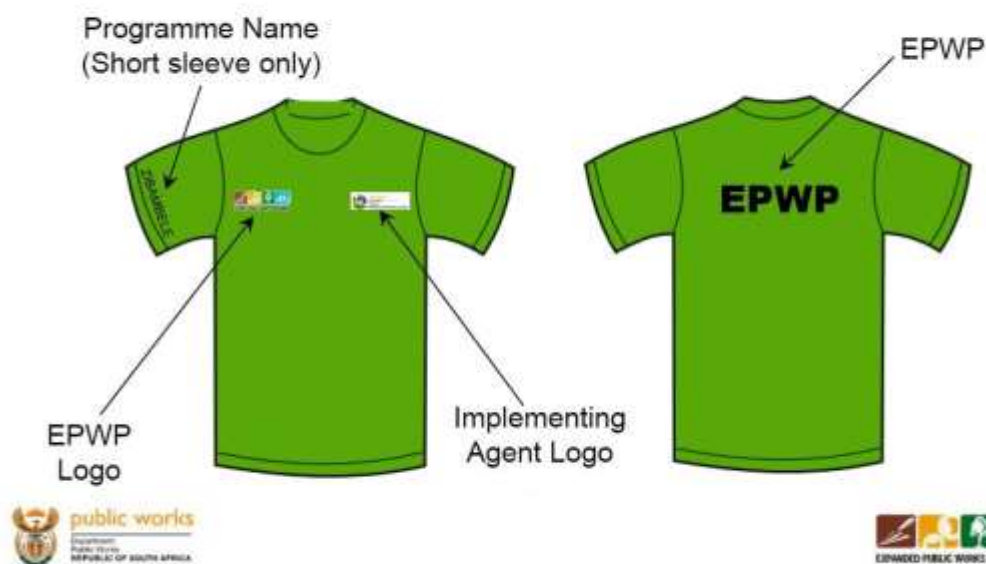
7. MATERIAL SOURCES, SPOIL AND STOCKPILE AREAS

Where possible, the contractor shall source material from within 0.1km.

Expanded Public Works Programme: PPE BRANDING For EPWP Projects



T-Shirt/Overall/Safety Vest Branding



Logo Options

Implementing Agent Examples



Contains National Coat Of Arms and name

Contains Provincial Coat Of Arms and name

PLEASE VERIFY WHICH LOGO NEEDS TO USED

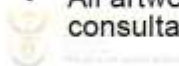
EPWP LOGO



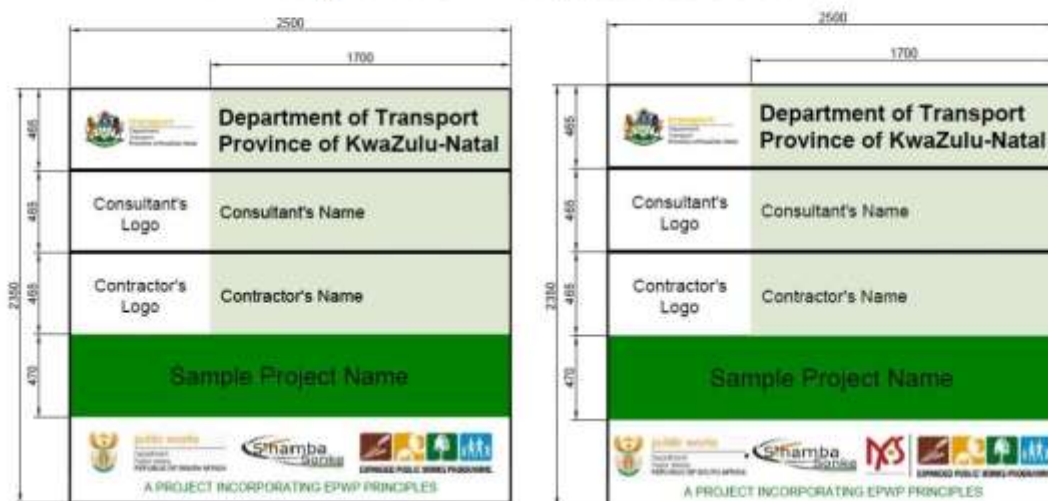
Printing on PPE

PPE (Overalls) shall be Pantone Green with/without reflective tape and shall be branded as follows:

- Implementer's Logo (printed or embroidered) on the left front pocket location ie over the heart position. (full colour)
- EPWP logo on the right front pocket (printed or embroidered) location (full colour)
- The letters EPWP on the back of the PPE in BLACK
- The program name eg Vuk'uphile is to be printed on the right sleeve of short sleeved apparel and need not be placed on long sleeved apparel.
- Where required, lime green safety vests are to be branded with similar specification above. In this instance the Overalls may not necessarily be branded provided that the use of high visibility vests is mandatory.
- All artwork and PPE samples shall be approved and signed off by the consultant prior to printing/embroidering.



Project Signboard



For further information contact:

Petronella Sithebe

Petronella.Sithebe@Kzntransport.gov.za

033-355-8023



transport
Department:
Transport
PROVINCE OF KWAZULU-NATAL



PRO FORMA EPWP CONTRACT OF EMPLOYMENT

Contractor's
Logo



EXPANDED PUBLIC WORKS PROGRAMME

This contract must be read in conjunction with the standard terms and conditions of employment on EPWP attached herein.

EPWP CONTRACT OF EMPLOYMENT between

Employer Details

Name	Click or tap here to enter text.	Address	Click or tap here to enter text.
Telephone	Click or tap here to enter text.		
Email	Click or tap here to enter text.		
Contact	Click or tap here to enter text.		

And

Employee Details

Name	Click or tap here to enter text.	Surname	Click or tap here to enter text.
ID:	Click or tap here to enter text.	Cell	Click or tap here to enter text.
Sex (M/F)	Male <input type="checkbox"/> Female <input type="checkbox"/>	Disability	Yes <input type="checkbox"/> No <input type="checkbox"/>
Primary Language	Click or tap here to enter text.	Physical Address	Click or tap here to enter text.
Other Languages	Click or tap here to enter text.	Local Municipality	Click or tap here to enter text.
Highest Education Level Achieved	Click or tap here to enter text.	Ward	Click or tap here to enter text.
Other qualifications	Click or tap here to enter text.	Grant type:	
Grant Received (Y/N)	Yes <input type="checkbox"/> No <input type="checkbox"/>		

Employment Details

Name of project:	Click or tap here to enter text.		
Job Title:	Click or tap here to enter text.		
Duties:	Click or tap here to enter text.		
Contract Start Date	Click or tap here to enter text.	Contract Finish Date	Click or tap here to enter text.
The wage per task/day is:	R Click or tap here to enter text. / Hour/Day/task (Specifier to select correct rate)		

Special Conditions

<p>You must be aware that this employment contract is a limited term contract and not a permanent job. This employment contract may be terminated for any one of the following reasons:</p> <ul style="list-style-type: none"> a) The contractor does not get additional contracts from the EPWP. b) Funding for the programme in your area comes to an end. c) Underperformance: first offence – final written warning. Second offence – dismissal. 	<p>Payment</p> <ul style="list-style-type: none"> a) You will be paid a fixed amount stipulated above for completing a fixed amount of work. b) The amount of work required for the agreed rate of pay will vary from task to task. You will be informed at the beginning of each task or group of tasks how much work you are expected to complete per day. c) You will only be paid for work completed. d) Payment during classroom training shall be R /day
<p>Personal Protective Clothing will be supplied to the employee by the employer depending on the work to be performed, and will remain the property of the employee provided that the employee has worked for at least 3 months.</p>	

Acceptance

Employer Name:	Employer Signature:	Employee Name:	Employee Signature:
Witness 1 Name:	Witness 1 Signature:	Witness 2 Name:	Witness 2 Signature:

APPENDIX E – Conditions of Service**1. Introduction**

1.1. This document contains the standard terms and conditions for workers employed in elementary occupations on an Expanded public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of an EPWP.

1.2. In this document –

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

2. Terms of Work

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

3. Normal Hours of Work

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

4. Meal Breaks

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

5. Special Conditions for Security Guards

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

6. Daily Rest Period

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

7. Weekly Rest Period

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

8. Work on Sundays and Public Holidays

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

9. Sick Leave

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

Employer	Employee
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10. Maternity Leave

- 10.1. A worker may take up to four consecutive months' unpaid maternity leave.
- 10.2. A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3. A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4. A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 10.5. A worker may begin maternity leave –
 - a) four weeks before the expected date of birth; or
 - b) on an earlier date –
 - i. if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - ii. if agreed to between employer and worker; or
 - iii. on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 10.6. A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 10.7. A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.

11. Family responsibility leave

- 11.1. Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances –
 - a) when the employee's child is born;
 - b) when the employee's child is sick;
 - c) in the event of a death of –
 - i. the employee's spouse or life partner;
 - ii. the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

12. Statement of Conditions

- 12.1. An employer must give a worker a statement containing the following details at the start of employment –
 - a) the employer's name and address and the name of the EPWP;
 - b) the tasks or job that the worker is to perform; and
 - c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
 - d) the worker's rate of pay and how this is to be calculated;
 - e) the training that the worker will receive during the EPWP.
- 12.2. An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- 12.3. An employer must supply each worker with a copy of these conditions of employment.

13. Keeping Records

- 13.1. Every employer must keep a written record of at least the following –
 - 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.
- 13.2. The employer must keep this record for a period of at least three years after the completion of the EPWP.

14. Payment

- 14.1. An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 14.2. A task-rated worker will only be paid for tasks that have been completed.
- 14.3. An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 14.4. A time-rated worker will be paid at the end of each month.
- 14.5. Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 14.6. Payment in cash or by cheque must take place –
 - a) at the workplace or at a place agreed to by the worker;
 - b) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - c) in a sealed envelope which becomes the property of the worker.
- 14.7. An employer must give a worker the following information in writing –
 - a) the period for which payment is made;
 - b) the numbers of tasks completed or hours worked;
 - c) the worker's earnings;
 - d) any money deducted from the payment;
 - e) the actual amount paid to the worker.
- 14.8. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- 14.9. If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

15. Deductions

- 15.1. An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 15.2. An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 15.3. An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- 15.4. An employer may not require or allow a worker to –
 - a) repay any payment except an overpayment previously made by the employer by mistake;
 - b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - c) pay the employer or any other person for having been employed.

16. Health and Safety

- 16.1. Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 16.2. A worker must –
 - a) work in a way that does not endanger his/her health and safety or that of any other person;
 - b) obey any health and safety instruction;
 - c) obey all health and safety rules of the EPWP;
 - d) use any personal protective equipment or clothing issued by the employer;
 - e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

17. Compensation for Injuries and Diseases

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

18. Termination

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

19. Certificate of Service

- 19.1. On termination of employment, a worker is entitled to a certificate stating –
 - a) the worker's full name;
 - b) the name and address of the employer;
 - c) the EPWP on which the worker worked;
 - d) the work performed by the worker;
 - e) any training received by the worker as part of the EPWP;
 - f) the period for which the worker worked on the EPWP;
 - g) any other information agreed on by the employer and worker.
 Either party can terminate this agreement with four weeks written notice. In the case where an employee is illiterate notice may be given by that employee verbally.

Employer	Employee
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EPWP DATA COLLECTION TOOL TEMPLATE **(PRO FORMAS OF MICROSOFT EXCEL SPREADSHEETS)**

EPWP REGISTRATION FORM

Field requested	Description if needed	Please complete the sections in white
Project Details		
Profile ID	<i>Generated by the system</i>	
Project Name	<i>The name of the project</i>	
Project Reference Number	<i>Contract number</i>	
Project description	<i>Full description of what is happening in the project (as per the appointment letter) and the community benefiting from the project</i>	
Duration		
Project Start Date	<i>Planned Start date of the particular contract</i>	
Project End Date	<i>Planned End date of the particular contract</i>	
Estimated Budget	<i>Overall Contract budget (excluding professional fees) for Current Financial Year</i>	
Project Location		
Province	<i>In which province is the project implemented?</i>	KZN
District Municipality	<i>Under which District Municipality does this project falls?</i>	
Local Municipality	<i>Under which Local Municipality does this project falls?</i>	
Latitude (in decimal format)	<i>Is generated by the system</i>	
Longitude (in decimal format)	<i>Is generated by the system</i>	
Project Location per site		
Locality name	<i>Where exactly is the project implemented? (Ward name)</i>	
Subplace	<i>Town / Village</i>	
Ward	<i>The project site is located in which ward?</i>	
Government facility	<i>Landmark near the project (Post office/school/clinic/library)</i>	
Spatial Data Type	<i>Geopoint (structure)/ Line (road)/ Polygon(area)</i>	
Site physical address	<i>Physical address of the site office</i>	
Public Body Details		
Public body sphere	<i>In which sphere is the project implemented? (National, Provincial or Municipal)</i>	Provincial
Reporting public body that is the project owner (and will report on the project)	<i>Which Institution or Department that owns / approved this project (Education, Health, City of Tshwane Metro etc.)</i>	KZN Department of Transport
Department in the Public body that is responsible for the project	<i>Which department /unit is responsible for this project? (e.g. Roads & storm water, Education, Community safety etc.)</i>	KZN Department of Transport
Implementing public body type	<i>In which sphere is this project implemented? (Metro,Distr,Mun, National or Provincial Dept.)</i>	Provincial
Public body that will implement the project	<i>Which institution that implements the project?</i>	KZN Department of Transport
Project Implementation		
Is this the project on the municipal IDP	Yes / No	N/A
IDP reference number allocated to the project	<i>The number reflected in your Municipal IDP document</i>	N/A
EPWP Details		

EPWP Sector	<i>The project is implemented in which sector? (Infrastructure, Environment & culture, Non-state or Social)</i>	Infrastructure
EPWP Programme	<i>The project is implemented under which programme?</i>	
EPWP Sub Programme	<i>The project is implemented under which subprogramme?</i>	
EPWP BUSINESS FORM		
Field requested	Description if needed	Please complete the sections in white
Project Details		
Profile ID	<i>Generated by the system</i>	
Project Name	<i>The name of the project</i>	
Project Reference Number	<i>Contract number</i>	
Project description	<i>Full description of what is happening in the project (as per the appointment letter) and the community benefiting from the project</i>	
Duration		
Project Start Date		
Project End Date		
Estimated Budget	<i>Project Budget</i>	
Project Location		
Province		KZN
District Municipality	<i>Under which District Municipality does this projects falls</i>	
Local Municipality	<i>Under which Local Municipality does this projects falls</i>	
Latitude (in decimal format)	<i>GPS coordinates</i>	
Longitude (in decimal format)		
Public Body Details		
Public body sphere	<i>Such as Municipal or Provincial</i>	Provincial
Reporting public body that is the project owner (and will report on the project)	<i>Which Department approved the project in (education, Health etc.)</i>	KZN Department of Transport
Department / Unit in the Public body that is responsible for the project	<i>Which Department budgeted for the project e.g. Education, Health Directorate</i>	KZN Department of Transport
Implementing public body type	<i>Example(Local Municipality, Distr. Mun or Provincial Dept.</i>	Provincial

Public body that will implement the project	<i>Infrastructure, Environment or Social</i>	KZN Department of Transport
Is this project on the Municipal IDP	<i>Municipal projects</i>	N/A
IDP reference number allocated to the project		N/A

EPWP Details		
EPWP Sector	<i>The project is implemented in which sector? (Infrastructure, Environment & culture, Non-state or Social)</i>	Infrastructure
EPWP programme	<i>The project is implemented under which programme?</i>	
EPWP Sub Programme	<i>The project is implemented under which subprogramme?</i>	
Budget Amount-(Allocations for the project duration)		
Funding Body	<i>Which Dept. is funding the project</i>	KZN Department of Transport
Funding Year	<i>Financial year/s for the project</i>	
Total Budget Amount	<i>(Exclude Professional Fees)</i>	
Incentive Grant(e.g. landcare / EPWP grant)	<i>Grant funding received</i>	
Total wages paid for the duration of the projects	<i>What amount will be spent on wages during the duration of the project</i>	
Wage Rate	<i>Daily Wage rate to be paid during productive work</i>	
Stipend Rate	<i>Daily wage rate to be paid during training</i>	
UIF	<i>The amount being paid to UIF (if applicable)</i>	
COIDA	<i>The amount being paid to COIDA(if applicable)</i>	
Training	<i>What amount will be spent on training</i>	
Administration	<i>The Administration costs</i>	
Equipment and materials	<i>Budget for Materials and Equipment</i>	
Other	<i>If other where chosen describe the other Such as Professional fees)</i>	
Describe other		
Project Outputs and Training		
Planned Primary Output	<i>eg walkways, gabions, kerb * channel, km of road constructed</i>	
Description of Planned Primary Output	<i>Describe the project output (end product and not the milestone) (e.g. kms of tar road constructed) Start with the unit of measure such as number of, kms, ha, sqms etc</i>	

Unit of measure of primary output	<i>Eg. m, m², m³, km, no, ha etc</i>	
Planned primary output quantity	<i>Specify the quantity of output planned</i>	
Number of persons to be trained	<i>How many persons are targeted for on job training</i>	

Contact person		
Title	Person responsible for the Project in the Public Body (Project Manager)	
Initials		
First Name		
Surname		
Email		
Tel (Office)		
Fax Number		
Cell Number		
Physical Address 1		
Physical Address 2		
Physical Address 3		
Physical Address 4		
Postal Address 1		
Postal Address 2		
Postal Address 3		
Postal Address 4		
Position of person		

Participant's personal details	First Name as per ID document	Initials	Surname	ID number	Disability (Y/N)	Education Level	Start Date	End Date	Language ID	Address	Cell Number	Grants (Y/N) and Type	Other Language 1	Other Language 2	Location Details		Nationality (RSA/ Non-RSA)	Household Details			Quality Check				
																					Picture Clear	Text clear	Certification within 3 months of employment	Clear certification Stamp	Commissioner details clear

[illegible]

EPWP Monthly Progress Form		
Field requested	Description if needed	Please complete the sections in white
Project Details		
Profile ID	full description of what is happening in the project (as per the appointment letter) and the community benefiting from the project	
Project Name	The name of the project	
Project Reference Number	Contract number	
Project description	Full description of what is happening in the project (as per the appointment letter) and the community benefiting from the project	
Month		
Reporting Month		April
Budget Expenditure		
Cumulative Expenditure Amount	What is the Overall amount spend on this project?	
Current Expenditure Amount	What is the amount spend including all grants for this month?	
Wages	How much paid on wages for this month only?	
UIF	How much paid on UIF for this month only?	
COIDA	How much paid on COIDA for this month only?	
Stipends for training	Amount paid to participants whilst on training (this month only)	
Amount spent on service providers for training	How much paid to service providers for training for this month only?	
Training	Total Cost of training for this month? (number captured on ERS)	
Administration	How much paid on administration for this month only?	
Equipment and materials	How much paid on equipment and materials for this month only?	
Other	How much paid on other?	
Describe other	Be specific e.g. Consulting fees, Transport etc.	
Project output description	Describe the project output (end product and not the milestone) (e.g. kms of tar road constructed) Start with the unit of measure such as number of, kms, ha, sqms etc	
Unit of measure of primary output	Eg. m, m ² , m ³ , km, no, ha etc	
Cumulative primary output achieved	Since the onset of the project	
Quantity Achieved	enter numeric output for this month only	
Percentage achieved	How much work done / achieved in percentages?	
EPWP Branding		
Branding compliant	Yes / No	
Date that the branding was provided	When was the project branded?	
Has a photo of project branding been provided?	Yes / No	
First name of Official Who Branded Project	Official Name	
Surname of Official Who Branded Project	Official Surname	

Phone number of official who erected branding for the project	Official contact number	
Give the public body reference and name, and organisational details of the person that provided branding.	Public body details (reference & name)	