

METSIMAHOLO LOCAL MUNICIPALITY**RECOMMENCEMENT OF CONSTRUCTION OF AMELIA
CEMETERY****CONTRACT No.: MLM20/2022/23
CIDB GRADING: 4 GB OR HIGHER****ISSUED BY:****Metsimaholo Local Municipality****Municipal Building****10 Fichardt Street****Sasolburg****4800**

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CALLIPER

Name of Company	:
Contact Name	:
Contact No	:
Email Address	:
CSD Supplier Number	:
CIDB: CRS Number	:
Tender Amount (VAT incl.):		R

TENDER NUMBER: MLM 20/2022/23- RECOMMENCEMENT CONSTRUCTION OF AMELIA CEMETERY

LIST OF CONTRACT DOCUMENTS

The following documents form part of this contract:

- Volume 1: The General Conditions of Contract for Construction Works, Third Edition (GCC 2015), published by the South African Institute of Civil Engineers, which the Tenderer shall purchase himself (see note 1 below).
- Volume 2: SANS 1200 The Standard Specifications for Civil Engineering Construction
- Volume 3: The Project Document containing the Tender Notice, Conditions of Tender, Tender Data, Returnable Schedules, Form of Offer, General and Particular Conditions of Contract, Pricing Schedule, Project Specifications and Site Information, issued by the Employer (see note 4 below). The Employer's Form of Acceptance and any correspondence from the selected Tenderer, performance security-demand guarantee, and all addenda issued during the period of tender will also form part of this volume once a Tenderer has been appointed.
- Volume 4: The Civil, Structural. and Architectural drawings
- .

Notes to Tenderer

1. **Volume 1 is obtainable from SAICE, Private Bag X200, Halfway House, 1685.**
Tel: +27 11 805 5947 Fax: +27 11 805 5971, email: civilinfo@saice.org.za.
Website: <http://www.saice.org.za>
2. **Volume 2 is obtainable from SA Bureau of Standards Dr Lategan Road; Groenkloof; Pretoria; 0001. Private Bag X191, Pretoria, 0001.**
3. **Volume 3 is issued at tender stage as per tender advertisement. The pricing data is available on request in Excel format**
At contract stage Volume 4 will be a bound signed paper copy containing the following documents:
 - **Returnable schedules relevant to the project**
 - **Agreements and Contract Data**
 - **Pricing Data**
 - **Scope of Work**
 - **Site Information**
4. **SUBMISSION OF TENDER – Refer to clause F2 in the Tender Data**
Information provided by a Tenderer over and above the above elements of Volume 3 shall be treated as information only and will only be bound into the document if the tenderer notes on Form A4: Schedule of Variations or deviations that the information has a bearing on the tender price.
5. **For alternative offers, the Tenderer shall refer to clause F2.12 in the Tender Data**

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METSIMAHOLO LOCAL MUNICIPALITY

BID NO: MLM 20/2022/23

**RECOMMENCEMENT CONSTRUCTION OF
AMELIA CEMETERY**

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METSIMAHOLO LOCAL MUNICIPALITY

BID NO: MLM 20/2022/23

**RECOMMENCEMENT CONSTRUCTION OF AMELIA
CEMETERY**

PART T1: TENDERING PROCEDURES

PART T2: RETURNABLE DOCUMENTS

T.1.1 TENDER NOTICE AND INVITATION TO TENDER

TENDER NOTICE

BID NO: MLM 20/2022/23

METSIMAHOLO LOCAL MUNICIPALITY INVITES TENDERS FOR THE RECOMMENCEMENT CONSTRUCTION OF AMELIA CEMETERY.

Bid Terms and Conditions:

1. Bids shall be evaluated and adjudicated in accordance with the Supply Chain Management Policy of Metsimaholo Local Municipality.
2. Documents will be available at the SCM Office, Metsimaholo Local Municipality, Civic Centre, 10 Fichardt Street, Sasolburg, Finance Building, 1st floor and a Non-refundable tender document fee of **R600** is payable in cash between 07:30am and 15:30pm at the cashiers in the Rates Hall, Metsimaholo Local Municipality, Civic Centre, 10 Fichardt Street.
3. Tender documents can also be downloaded on e-tender portal www.e-tenders.gov.za for free.
4. The Municipality reserves the right to accept the tender in part, Late tenders will not be accepted.
5. Incomplete tenders may be disqualified, no faxed or e-mailed tenders shall be accepted.
6. The Municipality reserves the right to accept any tender price and not necessarily the lowest, and to withdraw any bid before the award.
7. Bidders must comply with the requirements as specified in a tender document; failure to comply may lead to non-consideration (disqualification).
8. No bids from the persons in the service of the state such as Councillors, and other elected representative (MPs, MPLs), public servants, national and provincial, municipal officials, directors of public and municipal entities are barred from engaging in business with the municipality.
9. Tenderers should have a CIDB Contractor grading designation of **4GB** or **higher**. Service providers will be adjudicated according to the Supply Chain Management Policy using the **80/20**-point system, based on the Preferential Procurement Policy Framework Act 5 of 2005 and MFMA, Act 56 of 2003 as well as the Broad-Based Black Economic Empowerment Act, Act 53 of 2003.
10. The closing time and date for receipt of tenders is **14 March 2023, 11H00**. Bid documents, clearly marked **BID MLM 20/2022/23 RECOMMENCEMENT CONSTRUCTION OF AMELIA CEMETERY** must be deposited in the bid box at the **Municipal Building, 10 Fichardt Street, Sasolburg** before the closing time.
11. Bid documents will be opened in public soon after the closing time. Telegraphic, telephonic, telex, e-mail, facsimile and late tenders will not be accepted. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

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

Technical:

Sibusiso Bila

Tel No. +27 16 973 8487

E-mail: sibusiso.bila@metsimaholo.gov.za

T1.1.2 CONDITIONS OF TENDER

T1.1.2 CONDITIONS OF TENDER

F.1 General

F.1.1 Actions

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

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

- Note:
- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
 - 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **Conflict of interest** means any situation in which:
- i) Someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) in compatibility or contradictory interests exist between an employee and the organisation which employs that employee.

- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents, *or any official in the public service or in the employ of an Organ of State*, in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs
- g) **tenderer** means any organisation who is represented by a duly authorised employee, partner, shareholder or director that responds to the Tender Notice by drawing tender documents
- h) **these conditions of tender** mean the Standard Conditions of Tender (as published and amended from time to time by the Construction Industry Development Board) and the employer's Special Conditions of Tender, the latter are demonstrated by appearing in italics.

F.1.4 Communication and employer's agent

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

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

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

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months (*measured between the relevant closing dates of the abandoned tender and the re-issued tender*) unless only one tender was received and such tender was returned unopened to the tenderer, *or if there is agreement by the participating tenderers*.

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

Treat as confidential, *regardless whether or not a tender offer is submitted*, all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data. *Any variation or deviation based on a point for which clarity should have been requested may render a tenderer's offer non-responsive in terms of F.3.8.*

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all *costs prescribed as being applicable to the specified pay items as well as all* duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

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

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

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

F.2.12.1 Unless 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. *Alternative tender offers shall not alter any contingency pay items provided in the tender documents, or offer fixed prices (except where such are provided in the postulated pricing schedule) or a fixed price contract.*

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

F.2.12.3 *Qualify a tender offer (except that no qualifications shall be in conflict with F.2.8) but undertake to do so by submitting such qualification in terms of F.2.12.1 and F.2.12.2.*

F.2.13 Submitting a tender offer

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

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

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

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

F.2.13.5 Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address..

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be *modified, corrected*, withdrawn or substituted by giving the employer written notice before the closing time for tenders that a tender is to be *modified, corrected*, withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification or withdrawal of tender offer after submission

F.2.17.1 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 or *adjusting of imbalanced rates*, 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.

F.2.17.2 *Accept that the employer may, at its sole discretion, accept a less favourable tender from those already received or invite fresh tenders if a tenderer, at any time after the opening of his tender offer but prior to the signing of a contract based on his tender offer:*

- a) *withdraws his tender; or*
- b) *gives notice of his inability to execute the contract in terms of his tender; or*
- c) *fails to sign a contract or furnish the performance security within the period fixed in the letter of award or any extended period fixed by the employer; or*
- d) *fails to comply with a request made in terms of F.2.17.1 or F.2.18.1,*

in which case such tenderer shall be automatically barred from tendering on any of the employer's future tenders for a period to be determined by the employer, but not less than twelve (12) months, from the date of tender closure. The employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.

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

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive *and may invoke the same remedy as provided for under F.2.17.2.*

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

F.2.18.3 *Accept the employer's right, at its sole discretion, to appoint suitably qualified persons to report on the financial resources, standing with the South African Revenue Service regarding all taxes, management structure and ownership details of any tenderer and/or to verify the correctness of any information furnished to the employer in terms of F.2.17.1. Comply with the employer's request within the time stated in the request. Failure on the part of the tenderer to cooperate with such an inquiry shall entitle the employer to declare such tender offer as non-responsive and may invoke the same remedy as provided for under F.2.17.2.*

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender data respond to a request for clarification received up to five working days before the tender closing time stated in the tender data and notify all tenderers who drew *tender* documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to 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.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three 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 drew *tender* documents.

F.3.3 Return late tender offers

Return tender offers *withdrawn in terms of F.2.16.3* or received after the closing time stated in the tender data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

F.3.7.1 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. *In addition, any such disqualification shall entitle the employer, at its sole discretion, to impose a specified period during which tender offers will not be accepted from the offending tenderer.*

F.3.7.2 *Communicate to other state tender boards, provincial tender boards or parastatal tender boards any tenderer disqualified in terms of special condition F.3.7.1.*

F.3.7.3 *Consider rejecting any tender offers received from tenderers who are involved in any form of litigation or legal proceedings by or against the Employer.*

F.3.7.4 *Reject any offer from a tenderer who has not purchased the tender documents in his own name or in the name of a fellow member of a joint venture.*

F.3.7.5 *Reject any offer from a tenderer that contains information or data that is not in compliance with the minimum key staff qualification requirements.*

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions, discrepancies, and imbalanced unit rates

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

F.3.9.2 Check *responsive* tender offers 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.
- d) *imbalanced unit rates.*

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

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

- a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line 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 unit rate shall be corrected.
- b) Where there is an error in the total of the prices either because of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected.
- c) *Where the unit rates are imbalanced request tenderers to amend and adjust any rates declared imbalanced by the employer while retaining the total of the prices derived after any adjustment made.*

F.3.9.5 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors or amend/adjust an imbalanced unit rate in the manner described above.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

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

F.3.11.3 Method 2: Financial offer and preference

In the case of a financial offer and preferences:

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

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

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

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

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

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

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

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

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

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

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

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

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

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

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

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

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8;

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

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

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

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

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

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

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

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

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the tender data.

Calculate the total number of tender evaluation points for quality using the following formula:

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

where: S_o is the score for quality allocated to the submission under consideration;
 M_s is the maximum possible score for quality in respect of a submission; and
 W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data.

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing 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, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1, If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F.3.19 Delegation of authority

The Employer may delegate any power vested in him by virtue of these Conditions of Tender to an officer or employee of the Employer.

T1.2 TENDER DATA

PROJECT TITLE:	RECOMMENCEMENT CONSTRUCTION OF AMELIA CEMETERY
Tender No:	MLM20/2022/23

Closing date:	14 March 2023		
Closing time:	11:00 AM	Validity period:	90 days

Clause	
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (May 2010) as published in Government Gazette No 33239, Board Notice 86 of 2010.</p> <p>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 of inconsistency between it and the Standard Conditions of Tender.</p> <p>Each item of data given below is cross-referenced to the sub clause in the Standard Conditions of Tender to which it mainly applies.</p>
F.1.1	The employer is the Metsimaholo Local Municipality .
F.1.2	<p>For this contract the single volume approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings for a single volume approach as contained in table 6 of the CIDB's "Standard for Uniformity in Construction Procurement."</p> <p>The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents including the fully priced Activity Schedule / Bills of Quantities, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the single volume procurement document back to the Department bound up as it was when it was received.</p> <p>The single volume procurement document issued by the employer comprises the following:</p> <p>Part T: THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1- List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p>Part C: THE CONTRACT</p> <p>Part 1: Agreements and contract data</p> <p>C1.1 - Form of offer and acceptance</p>

	<p>C1.2 – Contract Data</p> <p>C1.3 - Form of Guarantee</p> <p>C1.4 – Agreements in Terms of OHSA (<i>Act 85 of 1993</i>)</p> <p>C1.5 – Agreements in Terms of MHSA (<i>Act 72 of 1997</i>)</p> <p>Part 2: Pricing data</p> <p>C2.1 - Pricing instructions</p> <p>C2.2 - Bill of Quantities</p> <p>C2.3 – Summary of Bill of Quantities and Tender Sum Calculations</p> <p>Part 3: Scope of work</p> <p>C3 - Scope of work</p> <p>Part 4: Site information</p> <p>C4 - Site information</p>												
F.1.4	<p>The Employer's agent is:</p> <table border="1"> <tr> <td>Name:</td><td>Calliper Consulting Engineers Pty Ltd</td></tr> <tr> <td>Capacity:</td><td>Engineer</td></tr> <tr> <td>Address:</td><td>P O Box 542, Lonehill, 2062</td></tr> <tr> <td>Tel:</td><td>011 326 1680</td></tr> <tr> <td>Fax:</td><td>011 326 3880</td></tr> <tr> <td>E-mail:</td><td>lazarusm@groupengineering.co.za</td></tr> </table>	Name:	Calliper Consulting Engineers Pty Ltd	Capacity:	Engineer	Address:	P O Box 542, Lonehill, 2062	Tel:	011 326 1680	Fax:	011 326 3880	E-mail:	lazarusm@groupengineering.co.za
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Address:	P O Box 542, Lonehill, 2062												
Tel:	011 326 1680												
Fax:	011 326 3880												
E-mail:	lazarusm@groupengineering.co.za												
F.2.1	<p>Only those tenderers who are registered with the CIDB, or are capable of being so registered within 10 working days from the closing date for submission of tenders, in a contractors grading designation equal to or higher than a contractor grading designated in accordance with the sum tendered for a General Building (GB) class of construction work, grade 4 or higher, are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB within 10 days from the closing date for tenders; the combined contractors grading designation calculated in accordance with the Construction Industry Development Regulation is equal to or higher than a contractor grading designation determine in accordance with the sum tendered for a 4GB or higher class of construction work determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. 												
F.2.2.1	<p>The employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.</p>												

F.2.12	Alternative tender offer permitted: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																
F.2.10	<p>a) The Valued Added Tax (VAT) rate shall be 15% or as otherwise provided for by legislation.</p> <p>b) The successful Tenderer shall be required to produce a VAT invoice that shall only be prepared once measurements and valuations for work done in terms of the contract offer have been agreed with the Employers agent and a certificate of payment issued.</p> <p>Payment of VAT to previously non-VAT vendors shall be processed from the month in which the Tenderers liability with the South African Revenue Services is effective.</p>																
F2.11	A Tender offer shall not be considered if alterations have been made to the forms of tender data or contract data (unless such alterations have been duly authenticated by the Tenderer) or if any particulars required therein have not been completed in all respects.																
F.2.13.1	The Tenderer may not make an offer for only part of the services as defined in the Scope of Work.																
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, with no additional copies.																
F.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1. The address is Mestimaholo Local Municipality, Municipal Building, 10 Fichardt Street, Sasolburg																
F.2.15	The closing time for submission of Tender Offers is: 1100 Hrs on 14 March 2023 , Telephonic, telegraphic, telex, electronic or emailed tenders will not be accepted.																
F.2.16	The tender offer validity period is 90 days																
F.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.																
F.2.23	<p>Returnables</p> <p>The following certificates/documents must be provided with the tender:</p> <p>Compulsory Returnable</p> <table border="1"> <thead> <tr> <th>NO</th> <th>RETURNABLES</th> <th>NOTES</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Form of Offer</td> <td>• Fully completed in handwriting and signed in black ink pen.</td> </tr> <tr> <td>2</td> <td>A copy of a CSD summary report OR CSD number.</td> <td>• CSD full report or summary report OR CSD number. • Municipality may not make any award to a person whose tax matters are not complaint with SARS, please note that tax compliance will be verified before any award.</td> </tr> <tr> <td>3</td> <td>Proof of company registration documents with the Director's details must be attached.</td> <td>• The company registration documents must indicate the company and Director's details.</td> </tr> <tr> <td></td> <td></td> <td>• In a case where the Director has changed names, proof of name change must be attached.</td> </tr> </tbody> </table>		NO	RETURNABLES	NOTES	1	Form of Offer	• Fully completed in handwriting and signed in black ink pen.	2	A copy of a CSD summary report OR CSD number.	• CSD full report or summary report OR CSD number. • Municipality may not make any award to a person whose tax matters are not complaint with SARS, please note that tax compliance will be verified before any award.	3	Proof of company registration documents with the Director's details must be attached.	• The company registration documents must indicate the company and Director's details.			• In a case where the Director has changed names, proof of name change must be attached.
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		• In a case where the Director has changed names, proof of name change must be attached.															

	4	Fully completed MBD forms	<ul style="list-style-type: none"> • Fully Completed and signed in handwriting and in black ink pen.
	5	Fully completed Bill of Quantity (BOQ)	<ul style="list-style-type: none"> • Fully completed in handwriting and in black ink pen
	6	Joint Venture Agreement (Must indicate the lead partner, if the bidders grading is not the same the lead partner must have the higher grading)	<ul style="list-style-type: none"> • If applicable submit a complete and signed JV agreement. • JV agreement stating who the lead partner is with the shared percentages. • Note: JV agreement must be as per CIDB regulation of 2001 regulation 25 (5)(a),(b) and (6)
	<p>NB! The following documents will not be accepted: for number 7, 8 and 9.</p> <p>Affidavits; Address confirmation letter; invoices from the body corporates or agents, rates and taxes of the lessor (without a lease agreement) and municipal tender / rates clearance letter.</p>		
	7	Latest Municipal rates and taxes account for the COMPANY AND DIRECTORS/TRUSTEES/ MEMBERS/SHAREHOLDERS.	<ul style="list-style-type: none"> • Submit strictly February 2023 or March 2023 municipal rates & taxes statement must be attached. • The submitted account must not be in arrears for more than 3 months. • In a case of Rates & Taxes Account being in a family member's name, ONLY MUNICIPAL Account where the address of the Account matches the address on the company registration documents will be accepted) if not in arrears for more than 3 months.
	8	In the event of a tenant renting a lease agreement MUST be attached for the COMPANY AND DIRECTORS/TRUSTEES/ MEMBERS/SHAREHOLDERS.	<p>The lease agreement must include the following:</p> <ul style="list-style-type: none"> • A valid copy of the lease agreement must be signed by (both Lessor and lessee). • The lease agreement must indicate dates of commencement and expiry or duration. • In a case where the lease agreement has expired and there is a clause indicating an automatic renewal the original lease agreement and a confirmation letter signed by Lessor must be attached. • In the occasion where the lease agreement has expired the original lease agreement AND extension must be attached with commencement and expiry dates or duration. • In a case of lease agreement being in a family member's name, the lease agreement will be accepted if the address on the lease matches the address on the company registration documents, AND ONLY if the lease agreement is valid.
<p>Note: If the company registration document's physical address on lease agreement or the municipal rates and taxes statement is the same as the Director's physical address, we will accept for both Company & Director.</p>			

	9	Municipal rates and taxes for bidders who are from the rural areas for the COMPANY AND DIRECTORS/TRUSTEES/MEMBERS/SHAREHOLDERS .	<ul style="list-style-type: none"> In the event that the bidder is from the rural area a letter from the municipality that the area is not liable to pay municipal rates and taxes OR a signed letter from the chief indicating that the bidder is from that particular rural/tribal area.
	10	CIDB Grading	<ul style="list-style-type: none"> Copy of Company CIDB Grading designation 4 GB or Higher
<p><u>Failure to comply with the above-mentioned terms and conditions will deem your bid to be disqualified.</u></p> <p><i>The Municipality reserves the right to verify the above submitted compliance documents, misrepresentation of information submitted can lead to the bidder being blacklisted and contract be terminated with immediate effect.</i></p> <p><u>Bidders must keep a copy of a completed excel spreadsheet BOQ which may be required during the evaluation processes.</u></p> <p>Functionality Returnable</p> <p>A. Company experience of similar projects B. Plant Schedule and Registrations C. Key Staff/ Personnel CV</p> <p>Refer to Part T2.1 of this Procurement Document for a list of all additional documents that are to be returned with the tender.</p>			
F.3.4.1	The location for opening of the tender offers, immediately after the closing time thereof shall be at 11:00 AM in the Metsimaholo Local Municipality. Municipal Building, 10 Fichardt Street, Sasolburg.		
F.3.4.2	Tenders will be opened in public soon after closing time and recording of received documents but not later than 11:00 at the Tender office. Tenderers' names and total prices, where practically possible will be read out		
F.3.5	A two-envelope system will not be used.		
F.3.8.2	The Employer shall reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of non-conforming deviation or reservation.		
F.3.11	<p>Tenders will be evaluated for Functionality. Tenderers who qualify for Functionality will be evaluated further for Price and Preference only. Points for Functionality will not contribute to further evaluation. Tenderers who do not qualify will not be evaluated further. Functionality will be scored out of 100 points. A Tenderer who scores less than 75 points will automatically be disqualified.</p> <p>The 80/20 evaluation criteria will be used where Price will be allocated 80 points and Preference will be scored out of 20 points.</p>		

F.3.11.1	The procedure for evaluation of responsive Tender Offers will be Method 4: Financial Offer, Functionality and Preferences. The responsive tender with the highest total points as defined below is the preferred tender
F.3.11.2	<p>The financial offer will be scored in terms of Formula 2, Option 1 of Table F.1 of SANS 294:2004, which reads as follows:</p> $Nfo = W1 \times A$ <p>Where: Nfo = number of tender evaluation points awarded for the financial offer;</p> <p>W180 points for rand value less than R50 000 000.</p>

F.3.11.3

(a) Functionality will include the following:

Functionality	100 Points
A. PROJECT EXPERIENCE AND PERFORMANCE	30
B. CONSTRUCTION PLANT	25
C. COMPANY KEY PERSONNEL	20
TOTAL	75
THRESHOLD	45

Criteria	Evaluation Indicators	Points Allocated	Weight
A. PROJECT EXPERIENCE AND PERFORMANCE			MAX. 30 POINTS
Client signed Completion or Appointment or Reference letter of projects. (Building Projects) Appointment /Completion letter/ certificate/ reference letter that does not indicate project type & project value must be accompanied by a client signed letter confirming value and type of work completed.	Within the past 10 years Value > R500 000 per project Signed Appointment Letter or Completion certificate/ letter or reference letter as a main contractor.	10 points per project The client signed appointment letter / completion letter/ certificate/ reference letter must be attached or zero points will be issued.	30
B. CONSTRUCTION PLANT			MAX. 25 POINTS
TLB X 1	Company/Director Vehicle Registration Certificates/ Letter from Rental Company/ Plant confirmation letter	10 points per TLB if owned. 7 points per TLB if rented.	Max 10 Points
Excavator	Company/Director Vehicle Registration Certificates/ Letter from Rental Company/ Plant confirmation letter	10 points	Max 10 points
Roller Compactor	Company/Director Vehicle Registration Certificates/ Letter from Rental Company/ Plant confirmation letter	5 points	Max 5 points
C. KEY COMPANY PERSONNEL	COMPLETE COMPANY PERSONNEL SHEET ON SCHEDULE G (PAGE 65-67)		MAX. 20 POINTS

	Site Agent	Personnel 1- is required to attach a National Diploma qualification in the Built environment and have 5-10 projects construction experience. NB: Submit CV and Qualifications. If no CV is attached please complete personnel form on SCHEDULE G To claim points	10 Projects- 10 Points 5 – 9 Projects- 7 Points	Max 10 points
	Foreman	Personnel 2- is required to have 3-7 projects construction experience in Cemetery/ Building construction projects. NB: Submit CV. If no CV is attached please complete personnel form on SCHEDULE G To claim points	6 Projects- 05 Points 1 – 5 Projects- 3 Points	Max 05 points
	Safety Officer	Safety officer on permanent/contract basis, with First Aid plus OHS (Construction Regulations) qualification or related qualification with experience in construction projects of not less than two (2) projects. NB: Submit CV and Qualifications. If no CV is attached please complete personnel form on SCHEDULE G To claim points	1+ Projects- 5 Points	Max 05 points
	MINIMUM SCORE			45
	TOTAL			75

In order to qualify for the second round of evaluation the tenders must score a minimum of 45 functionality points.

The recommended bidders company personnel and completed projects may be verified before appointments can be finalised. Misrepresentation of information will lead to disqualification of the bidder and the bidder can be blacklisted on National Treasury database

For 80 points Price and 20 points Preference calculation, the following locality applies:

Points Allocation

Location	Points Allocation
Bidder that is within the boundaries of the Metsimaholo Local Municipality	20
Bidder that is within the boundaries of the Fezile Dabi District Municipality	15
Bidder that is within the boundaries of the Free State Province	10
Bidder that is Outside the boundaries of the Free State Province	05

F.3.13.1	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) b) the tenderer is in good standing with SARS according to the Central Supplier Database; c) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement document d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; f) the tenderer has not: <ul style="list-style-type: none"> i. abused the Employer's Supply Chain Management System; or ii. failed to perform on any previous contract and has been given a written notice to this effect; g) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; h) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; i) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
F.3.17	<p>The number of paper copies of the signed contract to be provided by the employer to the successful tenderer is one.</p>

NB: THE MUNICIPALITY RESERVES THE RIGHT TO VERIFY THE SUBMITTED FUNCTIONALITY DOCUMENTS



METSIMAHOLO LOCAL MUNICIPALITY

BID NO: MLM 20/2022/23.

RECOMMENCEMENT CONSTRUCTION OF AMELIA CEMETERY

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

The Tender Document must be submitted as a whole. All forms must be properly completed as required, and the document shall not be taken apart or altered in any way whatsoever.

All the certificates and forms to be provided with the tender are listed in the Tender Data under F2.23: Certificates, and under the returnable schedules and forms in T2.2 hereafter.

The list of returnable documents comprises the following:

- 1) All the certificates listed in the Tender Data under F2.23: Certificates;
- 2) All the returnable schedules and forms listed in T.2.1: Returnable Schedules Required for Tender Evaluation Purposes;
- 3) All the returnable documents listed in T2.2: Preferential Procurement Schedules and Affidavits that will be incorporated into the Contract;
- 4) All the agreements and forms listed in T2.3: Forms to be completed by Successful Tenderer;
- 5) All the forms and agreements in the Contract Data in C1.2, where some of the forms (agreements) need to be completed only by successful Tenderer;
- 6) Pricing Data in C2.2: Bill of Quantities.

T2.2 RETURNABLE SCHEDULES

Schedule A	Municipal Bidding Documents
Schedule B	Record of Addenda to Tender Documents
Schedule C	Certificate of Authority
Schedule D	Compulsory Enterprise Questionnaire
Schedule E	Plant and Equipment
Schedule F	Experience of Tenderer
Schedule G	Tenderer's Key Personnel
Schedule H	Preliminary Programme
Schedule I	Amendments, Qualifications and Alternatives
Schedule J	Contractor's Health and Safety Plan and Declaration
Schedule K	Contractor's Certificate of Registration with CIDB

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

SCHEDULE A: MUNICIPAL BIDDING DOCUMENTS**TABLE OF CONTENTS**

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MBD1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE METSIMAHOLO LOCAL MUNICIPALITY					
BID NUMBER:	MLM 20/2022/23	CLOSING DATE:	14 March 2023	CLOSING TIME:	11H00
DESCRIPTION	RECOMMENCEMENT CONSTRUCTION OF AMELIA CEMETERY				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN A BOX SITUATED AT <i>(STREET ADDRESS)</i>					
Metsimaholo Local Municipality					
No. 10 Fichardt Street					
Finance Building					
Ground Floor					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELL PHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes No <input type="checkbox"/> [IF YES, ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		N/A	N/A
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	CONTACT PERSON	Mr. S BILA
CONTACT PERSON	S. Motsei	TELEPHONE NUMBER	+27 16 973 8487
TELEPHONE NUMBER	016 973 8743	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	sibusiso.bila@metsimaholo.gov.za
E-MAIL ADDRESS			

PART B

TERMS AND CONDITIONS FOR BIDDING

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

MBD 4

DECLARATION OF INTEREST

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.

.....

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons?

in the service of the state and who may be involved with

the evaluation and or adjudication of this bid? YES / NO

3.10.1 If yes, furnish particulars.

.....

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

3.11.1 If yes, furnish particulars

.....

.....

3.12 Are any of the company's directors, trustees, managers, principal 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 they are bidding for this contract.

YES / NO

3.14.1 If yes, furnish particulars:

.....

Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Number	Employee

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS (Locality)	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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



3.2.1. POINTS AWARDED FOR PRICE

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

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

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

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

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

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

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

Points Allocation

Location	Points Allocation
Bidder that is within the boundaries of the Metsimaholo Local Municipality	20
Bidder that is within the boundaries of the Fezile Dabi District Municipality	15
Bidder that is within the boundaries of the Free State Province	10
Bidder that is Outside the boundaries of the Free State Province	05

Proof of locality

The following must be submitted for proof of locality:

- Municipal account in the name of the bidder not older than 90 days,
- Lease agreement where the bidder is the lessee, or
- An official letter from the bank confirming the registered business address of the bidder

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>
4.1.1	<p>If so, furnish particulars:</p>		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.7.1	If so, furnish particulars:
-------	-----------------------------

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM 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 Bidder

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf

Of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

MBD 9

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

SCHEDULE B: RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communication/s, amending the tender documents, received from the Employer or his representative before the closing date for submission of this tender offer, have been taken into account in this tender offer.

ADD. No	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		
6		
7		
8		

SIGNATURE:

SCHEDULE C: CERTIFICATE OF AUTHORITY

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

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

(i) CERTIFICATE FOR COMPANY

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

Managing Director:

(ii) CERTIFICATE FOR CLOSE CORPORATION

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

.....

hereby authorise Mr/Ms, acting in the capacity of, to sign all documents in connection with this 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.*

(iii) CERTIFICATE FOR PARTNERSHIP

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

.....

hereby authorize Mr/Ms acting in the capacity of
....., to sign all documents in connection with this
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 partners upon whom rests the direction of the affairs of the Partnership as a whole.*

(iv) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms
....., authorized signatory of the company,
....., acting in the capacity of lead partner, to sign all
documents in connection with this tender offer and any contract resulting from it, on our behalf. This
authorization is evidenced by the attached power of attorney signed by legally authorized signatories of
all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORIZING SIGNATURE, NAME AND CAPACITY
(Lead partner)		

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

(v) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of Sole owner:

REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT***Important note to Tenderer:***

Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and in T2.1, must form part of this submission either separately as separate bunch of supporting documents or at the end of the this bid document and must be properly referenced.

SCHEDULE D: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. **In the case of a Joint Venture, separate enterprise questionnaires in respect of each partner must be completed and submitted. The questionnaires for the other partners must be inserted after this questionnaire.**

- Section 1: Name of enterprise:
- Section 2: VAT registration number:
- Section 3: CIDB registration number:
- Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

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

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

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

Insert separate page if necessary

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

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

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

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

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

Insert separate page if necessary

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

- i) confirms that 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;
- ii) 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;
- iii) 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;
- iv) 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 _____

SCHEDULE E: PLANT AND EQUIPMENT

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

- (a) Details of major equipment that is owned by me / us and immediately available for this contract (Tenderer to provide proof of ownership of plant. Failure to do so will render the tender non-responsive and will be rejected).

DESCRIPTION (type, size, capacity etc)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

- (b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is accepted (Tenderer to provide proof of such arrangement. Failure to provide proof will render the tender non-responsive and will be rejected)

DESCRIPTION (type, size, capacity etc)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

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

SIGNATURE:



ATTACH THE PLANT AND EQUIPMENT LIST/S HERE.

SCHEDULE F: EXPERIENCE OF TENDERER

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

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED
EMPLOYER	CONSULTANT			
CONTACT	CONTACT			
TEL	TEL			
CELL	CELL			
FAX	FAX			
EMPLOYER	CONSULTANT			
CONTACT	CONTACT			
TEL	TEL			
CELL	CELL			
FAX	FAX			
EMPLOYER	CONSULTANT			
CONTACT	CONTACT			
TEL	TEL			
CELL	CELL			
FAX	FAX			
EMPLOYER	CONSULTANT			
CONTACT	CONTACT			
TEL	TEL			
CELL	CELL			
FAX	FAX			
EMPLOYER	CONSULTANT			
CONTACT	CONTACT			
TEL	TEL			
CELL	CELL			
FAX	FAX			

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

ATTACH A SEPARATE LIST IF THE SPACE PROVIDED IS NOT SUFFICIENT. THE LIST MAY BE ATTACHED AT THE END OF THE TENDER DOCUMENT OR IN A SEPARATE BUNCH AND PROPERLY REFERNCED.

(Ensure all telephone and fax numbers are included as in previous list)



SCHEDULE G: TENDERER'S KEY PERSONNEL

Site Agent/

NB: Attach: Copy of qualification (If CV not attached complete sheet to get point scoring for functionality)

Name & Surname	ID/Passport Number	Highest Qualification	Employer & Contact reference No.	Project	Project Duration (Year)



Foreman

NB: Attach: NON (If CV not attached complete sheet to get point scoring for functionality)

Name & Surname	ID/Passport Number	Highest Qualification	Employer & Contact reference No.	Project	Project Duration (Year)



SAFETY OFFICER

NB: Attach copy of qualification (If CV not attached complete sheet to get point scoring for functionality)

Name & Surname	ID/Passport Number	Highest Qualification	Employer & Contact reference No.	Project	Project Duration (Year)

SIGNATURE:



The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

[illegible]

SIGNATURE:

SCHEDULE I: AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

The Tenderer should record any amendments and alternatives he may wish to make to the tender documents in this schedule. Alternatively, a Tenderer may state such amendments and alternatives in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F3.3 if 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 Form of Offer and Acceptance, Schedule of Deviations.

(a) AMENDMENTS AND QUALIFICATIONS

PAGE	CLAUSE OR ITEM NO	PROPOSED AMENDMENT AND QUALIFICATIONS

- [Notes: (1) *Amendments to the General and Special Conditions of Contract are not acceptable.*
 (2) *The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.*

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

- [Notes: (1) *Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.*
 (2) *In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.*
 (3) *Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.]*

SIGNATURE:



ATTACH ALTERNATIVES HERE

SCHEDULE J: CONTRACTOR'S HEALTH AND SAFETY PLAN AND DECLARATION

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

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

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2003.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
4. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, including the cost for specific items that may be scheduled in the Bill of Quantities.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 30 of the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.
8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 3 of the OHSA 1993 Construction Regulations 2003 before I will be allowed to proceed with any work under the contract.

SIGNATURE:

CONTRACTOR'S SAFETY PLAN

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

The Contractor's Health and Safety Plan shall cover at least the following aspects as applicable:

1. Safety of subcontractors (Refer Construction Regulations 2003 Clause 5: Principal Contractors and Contractors)
 - Methods to ensure the approval, implementation and maintenance of all health and safety aspects regarding his subcontractors.
2. Monitoring the health and safety on the construction site on a regular basis (Refer Clause 6: Supervision of Construction Work)
 - Details of the Construction Supervisor and his appointed assistants (if any);
 - Details of the Construction Safety Officer, full-time or part-time;
 - Details of the suitability and competency of the Construction Supervisor and Construction Safety Officer regarding health and safety aspects of the construction works.
3. Assessment of risks on the construction site (Refer Clause 7: Risk Assessment)
 - Details of a proper risk assessment on which his health and safety plan is based;
 - Ways, in which all construction employees are informed, instructed and trained regarding the work procedures and the related hazards.
4. Risk items (Refer Clauses 8 to 28: Risk items to be addressed)
 - Details of the design, management, responsibilities, worker training, work methods, procedures, maintenance and any other requirements necessary for him and his subcontractor, if applicable, to work safely and in a healthy environment as stipulated in these clauses.

Contractor's OHS Management System checklist.

1. OHS Policy and Management

		Yes	No
1.1	Is there a written company health and safety policy?		
1.2	Does the company have an OHS Management System?		
1.3	Is there a company OHS Management Manual or Plan?		
1.4	Are health and safety responsibilities clearly identified for all levels of staff?		

2. Safe Work Practices and Procedures

		Yes	No
2.1	Has the company prepared safe operating procedures or specific safety instructions relevant to its operations?		
2.2	Does the company have any permit to work systems?		
2.3	Is there a documented incident investigation procedure?		
2.4	Are there procedures for maintaining, inspecting and assessing the hazards of plant operated/owned by the company?		
2.5	Are there procedures for storing and handling hazardous substances?		
2.6	Are there procedures for identifying, assessing and controlling risks associated with manual handling?		

3. OHS Training

		Yes	No
3.1	Is health and safety training conducted in the company?		
3.2	Is a record maintained of all training and induction programs undertaken for employees in the company?		

4. Health and Safety Workplace Inspection

		Yes	No
4.1	Are regular health and safety inspections at worksites undertaken?		
4.2	Are standard workplace inspection checklists used to conduct health and safety inspections?		
4.3	Is there a procedure by which employees can report hazards at workplaces?		

5. Health and Safety Consultation

		Yes	No
5.1	Is there a workplace health and safety committee?		
5.2	Are employees involved in decision making over OHS matters?		
5.3	Are there employee elected health and safety representatives?		

6. OHS Performance Monitoring

		Yes	No
6.1	Is there a system for recording and analysing health and safety performance statistics?		
6.2	Are employees regularly provided with information on company health and safety performance?		
6.3	Has the company ever been convicted of an occupational health and safety offence?		

7. Does your company's health and safety plan contain the following elements?

		Yes	No
7.1	Description of the contract		
7.2	OHS Structure of work undertaken under this contract		
7.3	Induction and safety training		
7.4	Safe work practices and procedures for specific work undertaken		
7.5	Risk assessments for specific works undertaken		
7.6	Workplace inspection schedule for duration of contract		
7.7	OHS consultative processes to be followed		
7.8	Emergency procedure for this specific contract		
7.9	Incident recording and investigation on procedures		
7.10	Health and safety performance monitoring arrangements to be implemented during contract		

SCHEDULE L: CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB

[The Tenderer shall attach hereto the Contractor's Certificate of Registration with CIDB. Failure to submit the certificate with the tender document will lead to the conclusion that the Tenderer is not registered with the CIDB and therefore not eligible to tender].



METSIMAHOLO LOCAL MUNICIPALITY

BID NO MLM 20/2022/23

RECOMMENCEMENT CONSTRUCTION OF AMELIA CEMETERY

THE CONTRACT

PART C1 : AGREEMENTS AND CONTRACT DATA
PART C2 : PRICING DATA
PART C3 : SCOPE OF WORK

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

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

BID NUMBER MLM 20/2022/23: RECOMMENCEMENT CONSTRUCTION OF AMELIA CEMETERY

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

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

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

R.....
(In words)
.....)

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

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

Name: (of signatory in capitals):

Capacity: (of Signatory):.....

Name of Tenderer:

(organisation):

Address:

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

Telephone number: Fax number:

Cell phone number:

Witness:

Signature:

Name: (in capitals):.....

Date:

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 as set out in the General and Special Conditions of Contract, and identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in

Part 1 Agreement and Contract Data, (which includes this Agreement)

Part 2 Pricing Data, including the Bill of Quantities

Part 3 Scope of Work

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 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 deliver the Guarantee in terms of Clause 7 of the General Conditions of Contract 2004 within the period stated in the Contract Data, and he shall, immediately 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, within 14 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature:

Name:

Capacity: **Municipal Manager**

For: **METSIMAHOLO LOCAL MUNICIPALITY**
10 FICHARDT STREET, SASOLBURG, 4800

Witness:**Name:**

Date:

SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the 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 becomes 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:

4. Subject:

Details:

5. Subject:

Details:

6. Subject:

Details:

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender

Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

FOR THE TENDERER:**Signature:****Name:****Capacity:****Witness: ..****Name:****Date:****FOR THE EMPLOYER:****Signature:****Name:****Capacity:****Witness: ..****Name:****Date:**

C1.2 CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

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

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under "Contract Specific Conditions".

CONTRACT SPECIFIC CONDITIONS

1. GENERAL

These Contract Specific Conditions (CSC) form an integral part of the Contract. The Contract Specific Conditions shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered "CSC" followed in each case by the number of the applicable clause or sub-clause in the General Conditions of Contract 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

2. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

CSC 1.1.25 DEFINITIONS, INTERPRETATIONS AND GENERAL PROVISIONS

Add the following definitions:

"Labour-based Construction" means the effective employment of appropriate technologies and labour-intensive construction methods on projects specifically designed to maximize the workforce with limited use of machines.

"Community" shall mean all persons deemed to reside in the immediate vicinity of the project.

CSC1.10 Add the following Sub-Clause 1.10:

Training will be provided by the employer through various training providers. Training will be theoretical and practical and will be conducted in classrooms and on site. No separate payment of any nature will be made to the contractor for attendance of training sessions by the contractor or the contractor's staff. The Construction Project Manager will program and manage all training to ensure limited disruption to the contractors and the overall project.

CSC 2.3 Specific Approval of the Employer required.

The Employer's Agent must obtain specific approval or consent from the Employer for the decisions in the following clauses:

Clauses 6.2, 6.6, 3.2.1, 3.2.4, 4.7, 8.2.2.2, 6.3.2, 6.4.1.4, 5.8.1, 5.11.1, 5.11.3, 6.6.1, 2.2.3, 6.10, 6.11, 5.14.1, 5.16.1, 7.8.2.2, 5.7.3 and 7.8.2.

CSC 4.5 Compliance with applicable laws

CSC 4.5.2 Health and Safety

Add the following:

"The Occupational Health and Safety Act No. 85 and Amendment Act No 181 of 1993 and the Construction Regulations 2003 will in all respects be applicable to this contract."

CSC 6.6.2 Payment to subcontractor

Add the following:

"The above-mentioned procedure shall adhere to the **Preferential procurement regulations, 2011, pertaining to the Preferential Procurement Policy Framework Act, Act No. 5 of 2000, published by National Treasury on 1 December 2011** and to any prescribed regulations of the FREESTATE Provincial Government pertaining to procurement.

CSC 40 PROGRESS OF THE WORKS

Add the following to Sub-Clause 40.1 :

Delete the last sentence and add the following:

The contractor shall within 3 days of receipt of notification submit to the Engineer in writing the action(s) the contractor intends to take to expedite the rate of progress, and within 7 days of receipt of notification implement such steps. The contractor shall as part of his actions submit to the Engineer a detailed revised program accommodating the agreed steps to meet the Due Completion date.

CSC 49.6 GUARANTEE IN LIEU OF RETENTION

Add to all references to a "Bank" also "*or an accredited Insurance Company*".

Add the following sub-clause

CSC 46: CONTRACT PRICE ADJUSTMENT SCHEDULE

Paragraph 1

Adjust the definitions of "L", "P", "M" and "F" in the 4th to the 7th subparagraphs with the following:

Definition of "L":

Insert "(Consumer Price Index)" after "P0141.1" in the third line

Insert "(Consumer Price Index and Percentage Change according to Urban Area)" after "Table 21" in the third line

Definition of "P":

Insert "(Production Price Index)" after "P0142.1" in the second line

Insert "(Production Price Index for Selected Materials, item 'Civil Engineering Plant')" after "Table 16" *in the second line*

Definition of "M":

Insert "(Production Price Index)" after "P0142.1" in the second line

Insert "(Production Price Index for Materials used in Certain Industries, item 'Civil Engineering Plant')" after "Table 15" *in the second line*

Definition of "F": *Insert "(Production Price Index)" after "P0142.1" in the second line*

Insert "(Production Price Index for Selected Materials, item Diesel Oil – Coast and Witwatersrand)" after "Table 16" in the second line

[Note: The indices are obtainable in www.statssa.gov.za. The latest indices for L (certain urban areas only), P, M and F, are more readily obtainable in www.safcec.org.za under "CPAF Indices"]

Paragraph 2 : Assessment of Amount subject to Adjustment: *Add the following to the paragraph defining "E": "Where the amount is based on current costs de-escalated to the base month, or where daywork is calculated at rates tendered in a daywork schedule, the costs shall not be included in the value of "E".*

C1.2.2 CONTRACT SPECIFIC DATA

General

This section contains the Contract Specifications Data referred to under Clause 1(1) of the General Conditions of Contract. Electrical and Mechanical Engineering Work (1985)

Should any requirements of the Specific Data conflict with the requirements of the General Conditions of Contract, then the requirements of the Specific Data shall prevail.

Clause

1 Definitions and interpretation

The “**Employer**” as defined under Clause 1(1) of the General Conditions shall be the METSIMAHOLO LOCAL MUNICIPALITY

MUNICIPAL BUILDING
10 FICHARDT
SASOLBURG
4800

The “Employer’s Agent” as defined under Clause 1(1)(d) of the General Conditions shall be CALLIPER CONSULTING ENGINEERS.

BLOCK 5 STRATFORD OFFICE PARK
CORNER CEDAR AND VALLEY ROAD
BROADACRES
2188

Tel: + 27 11 326 1680

4.1 Language

English

4.2 Law

The governing law shall be that of the Republic of South Africa.

7.1 Time for Completion

..... * (weeks). To be completed by Tenderer*.

9.1 Performance Board or Surety

10 % of Contract amount.

12.1 Programme

The limit for submission of programme – one week.

14.3 Electricity and water

Available in vicinity of site. Contractor is responsible for arranging connection with the Municipality.

16.4 Limitation of liability

Contractor's liability shall not exceed 100 % of the Contract Sum.

The contractor's liability shall expire on the date of issue of the Final Certificate.

17.1 Insurance of Works

Amount of insurance during Defects Liability Period: 100 % of the Contract Sum.

17.2 Minimum Amount of Third-Party Insurance

R1 000 000 for any single claim, number of claims unlimited.

20.6 Import permits and licenses

The Contractor shall obtain and provide all necessary import permits and licenses required.

31.1 Amount of Reduction for delay

R5 000,00 per Calendar Day of delay.

Maximum Reduction

15 % of Contract Price.

32.1 Bonus

No bonus will apply.

33.1 Defects liability period

12 Months with use of works assumed 24 hours per day.

33.4 Maximum permitted extension: 12 months

34.1 Variations

The total variation shall not be more than 20 % of the Contract Sum for any single Contract.

37.3 Certificates and Payment

Payment certificates shall be paid within 28 days of submission of the approved invoice by the engineer to the PMU. 10 % Retention retained up to Completion Certificate.

Builders' lien is not applicable in this contract.

40. Payment Conditions

For Mechanical and Electrical Work ninety-five percent (95 %) of the quoted price will be payable on completion of delivery, installation and commissioning. A further 5 % will be payable at the end of the defect liability period. For Civil and Structural Work payment up to the Completion Certificate will be @ 90 % of tendered rates with 10 % retention held back, 5 % retention paid on issue of Completion Certificate and 5 % after the Defects Liability period.

41.4 Payment in foreign currencies

No payment will be made in foreign currencies.



TENDER NO: MLM20/2022/23 RECOMMENCEMENT CONSTRUCTION OF AMELIA CEMETERY

52.1 Changes in Cost and Legislation
(Labour, Materials and Transport)

Prices to be fixed if award is made within 90 days of closing of date of tender.

53.1 Customs and import duties

All customs and import duties shall be paid for by the Contractor.

.....
SIGNATURE

C1.2.3 DATA PROVIDED BY THE TENDERER

Clause 6.8.3 of the GCC 2015:

Special materials	Unit on which variation will be determined *	Rate or price for the base Month (Excl. VAT) **

Notes:

- * Indicate whether the material will be delivered in bulk or in containers.
- ** The price for special materials is only the price for the material and does not include the cost of transport, labour or any other costs. When called upon to do so, the Tenderer shall substantiate the above prices with acceptable documentary evidence.

.....
SIGNATURE

C1.3 FORM OF GUARANTEE

BID NO MLM 20/2022/23

WHEREAS **METSIMAHOLO LOCAL MUNICIPALITY** (hereinafter referred to as the Employer”) entered into, a Contract with:

.....
(Hereinafter called “the Contactor”) on the day of 20.....,
for **CONSTRUCTION OF ZAMDELA (IN AMELIA) CEMETERY**.

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 excursion 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 ADJUDICATOR'S AGREEMENT (Pro Forma only)

To be entered into when required

This agreement is made on the day of between:
 (Name of company / organisation)
 of
 (address) and
 (Name of company / organization)
 of
 (address)
 (The Parties) and
 (name)
 of
 (address)
 (The Adjudicator).

Disputes or differences may arise/have arisen* between the Parties under a Contract dated and known as
 and these disputes or differences shall be/have been* referred to adjudication in accordance with GCC 2004, Clause 58.3, and the Adjudicator may be / has been* requested to act.

* Delete as necessary

IT IS NOW AGREED as follows:

1. The adjudication shall be conducted in accordance with the rights and obligations of the Adjudicator and the Parties as set out in the Procedure as per Clause 58.3.1 of the GCC 04.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.
6. The Adjudicator shall be paid at the hourly rate of R. in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
7. The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to:
 - (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs.
 - (b) Telegrams, telex, faxes, and telephone calls.
 - (c) Postage and similar delivery charges.
 - (d) Travelling, hotel expenses and other similar disbursements.

- (e) Room charges.
- (f) Charges for legal or technical advice obtained in accordance with the Procedure.

8. The Adjudicator shall be paid an appointment fee of R This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 6 and/or item 7. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
9. The Adjudicator is/is not* currently registered for VAT.
10. Where the Adjudicator is registered for VAT, it shall be charged additionally in accordance with the rates current at the date of invoice.
11. All payments, other than the appointment fee (item 8) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

SIGNED

by: _____

Name:

who warrants that he / she is
duly authorized to sign for and
on behalf of the first Party in the
presence of

SIGNED

by: _____

Name:

who warrants that he / she is
duly authorized to sign for and
on behalf of the second Party in
the presence of

SIGNED

by: _____

Name:

the Adjudicator in the presence
of

Witness

Name:

Address:

Date:

Witness:

Name

Address:

Date:

Witness:

Name:

Address:

Date:

* Delete as necessary



METSIMAHOLO LOCAL MUNICIPALITY

BID NO. MLM 20/2022/23

RECOMMENCEMENT CONSTRUCTION OF AMELIA CEMETERY

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS – CIVIL AND STRUCTURAL WORK

1. Measurement and payment shall be in accordance to SANS 1200.
2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kiloliter
km	=	kilometer
km-pass	=	kilometer-pass
kPa	=	kilopascal
kW	=	kilowatt
ℓ	=	liter
m	=	meter
mm	=	millimeter
m ²	=	square meter
m ² -pass	=	square meter-pass
m ³	=	cubic meter
m ³ .km	=	cubic meter-kilometer
MN	=	mega newton
MN.m	=	mega newton-meter
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. For the purpose of the Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work as defined in the SANS 1200
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Lump sum:	An agreed amount for an item, the extent of which is described in the Bill of Quantities but the quantity of work of which is not measured in any units.
4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).

6. The prices and rates in the Bill 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 Works 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.
7. 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 amounts tendered under such items.
8. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
9. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bill of Quantities.
10. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
11. The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the "SANS 1200 as prepared by South African National Roads Agency Limited" and additional Project Specifications as per the Scope of Work.
12. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bill of Quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the Works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such Works, other than plant specifically provided for in the Scope of Work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour -intensive specification in the Scope of Works.
13. Payment for items, which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works), will not be made unless they are constructed using labour-intensive methods. Any unauthorized 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 PRICING INSTRUCTIONS – MECHANICAL AND ELECTRICAL WORK

1. Refer to Clause 40 of the “General Conditions of Contract for use in connection with Electrical and Mechanical Engineering Works” (first edition 1985).
2. Replace Clause 40 with the following new Clause 40
3. The terms of payment shall be as follows: -

(i) Supply and Delivery to Site, including storage (where applicable), quality assurance, painting and all necessary insurance.

- a) 90% of the contract price for materials or plant upon delivery or placing into storage.
- b) 5% of the contract price for materials upon issuing of the handing over certificate.
- c) 5% of the contract price for materials upon expiry of the Defects Liability Period and the issuing of the final certificate.

Note: Preliminary and General costs to be included in the tendered rates allowed.

(ii) Handling (including double handling if stored), erection and installation

- a) 95% of the contract price for handling, erection, and installation upon issuing of the handing over certificate.
- b) 5% of the contract price for handling erection and installation upon expiry of the Defects Liability Period and the issuing of the final certificate.

(iii) Commissioning

- a) 95% of the contract price for commissioning, testing and adjusting upon issuing of the handing over certificate and receipt of operating manuals.
- b) 5% of the contract price for testing, commissioning, etc. upon expiry of the Defects Liability Period and the issuing of the final certificate.

Note: The rates for Mechanical Work and Electrical work must allow for site visit and evaluation, retrofitting / installation methodology for approval by the Engineer, detailed procedures for approval for the Engineer. All work must carry a guarantee of a minimum of 12 months.

4. The units of measurement described in the schedules of prices are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m ²	=	square metre
m ³	=	cubic metre
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


PREAMBLE TO THE SCHEDULE OF PRICES (MECHANICAL AND ELECTRICAL)

1. All costs involved in meeting the obligations and liabilities imposed by the Conditions of Contract and in complying generally with the requirements of the Contract shall be deemed to be apportioned to and included under the various items, and the price quoted against each item must cover the full inclusive cost of all work to be completed under the item, plus such apportionment of the general costs.
2. The Tenderer must also provide in his prices for anything not specially mentioned but obviously required to enable the plant and equipment as described to function correctly as specified.
3. Should a Tenderer wish to exclude certain items of plant and/or operations from his offer he must clearly state such exclusions in a schedule accompanying his tender. Any items of plant and/or operations which are specified in the Specification, but which are not so scheduled will be deemed to be included in the Tender.
4. Any additional charges in connection with off-site storage or whatever other cause, which there may be over and above the prices quoted in the Schedule of Prices, shall be set out in detail in a separate schedule accompanying the tender.
5. A price is to be entered against each item in the Schedule of Prices. Items against which no price is entered or against which a remark is entered will be considered to be a no-charge item and the cost thereof covered by other prices in the Schedule.
6. Mistakes made by the Tenderer in the completion of the Schedule of Prices shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above and the correction initialled by the Tenderer. Failure to observe this condition of Contract may lead to the Tender being disqualified.

C2.3

BILL OF QUANTITIES

Item	Payment Reference	Description	Unit	Qty	Rate (R)	Amount (R)
1		<u>SCHEDULE 1: GENERAL</u>				
1.1	8.3.1	<u>CONTRACTUAL REQUIREMENTS</u>				
		(a) Liaison Officer	Months	4		
		(b) Medical Exams for Local labourers	Sum	1	R 30 000	
		(c) Training (Generic, Technical, Venue)	Sum	1	R 60 000	
1.1.2		Profit in terms of the above	%	0		
1.2	SABS 1200 A	<u>ESTABLISHMENT OF FACILITIES ON SITE</u>				
1.2.1	8.3..2.1	Facilities For Engineer				
		(c) Contract Nameboards	No.	2	R 3 500	
		(d) Material Testing as Directed by the Engineer	Sum	1	R 90 000	
1.2.2	8.3..2.1	Facilities For Contractor				
		(a) Offices and Storage Sheds	m ²	20		
		(b) Workshops	m ²	5		
		(c) Ablution and Latrine Facilities	m ²	15		
		(d) Water Supply, Electric Power and Communication	Sum	1	R 40 000	
1.2.3	8.3.3	Other Fixed-Charge Obligations				
		(a) Fixed Obligations	Lump Sum	1		
1.2.4	8.4.1	Time related Obligations				
		(b) Time Related Obligations	Monthly	4		
		(c) Health and Safety Obligations	Monthly	4		
CARRIED FORWARD						

<div>  <div> CONSTRUCTION OF NEW ZAMDELA (IN-AMELIA) CEMETERY SCHEDULE 2 : ROAD WORKS & BUILDING PLATFORMS </div> </div>						
Item	Payment Reference	Description	Unit	Qty	Rate (R)	Amount (R)
2		<u>SCHEDULE 2: ROAD WORKS</u>				
2.1	SABS 1200C	<u>SITE CLEARANCE</u>				
2.1.1	8.2.1.	Clear and Grub	m ²	1250		
2.1.2	8.2.1.	Grass Cutting	m ²	32324		
2.2	SABS 1200DM	<u>EARTHWORKS (roads, subgrade)</u>				
2.2.1	P.S.2.2.1	(a) Mechanically blend in-situ material to a depth of 250mm	m ³	1848		
	8.3.5	Process Subbase Material by the following processes, as relevant and use in the subbase				
		(b) Heavy grid rolling to a max size of 53mm or two-thirds of the final compacted layer or whichever is smaller	m ³	1848		
		(c) Stabilization of 150mm layer processed in (b) above 2,5%	m ³	924		
	8.3.8	Stabilizing Agent				
		(b) Portland Cement	t	51		
2.3	SABS 1200ME	<u>GRAVEL WEARING COURSE</u>				
2.3.1	8.3.3	Construct a 150mm layer of gravel wearing course using G5 material compaction to 95% of modified AASHTO density	m ³	923,88		
2.4	SABS 1200MJ	<u>SEGMENTED PAVING</u>				
2.4.1	8.2.2	Construction of 60mm precast interlocking paving blocks on 20mm bedding and filler sand (material is already available on site)	m ²	1662		
		Extra over for procuring additional paving blocks	m ²	83		
2.4.2	8.2.3	Extra Over cutting units to fit edge restraints	m	505		
2.4.3	8.2.1	Provision of edge restraints				
		(a) Fig. 3 Kerbing	m	371		
		(b) Fig. 12 Kerbing	m	134		
2.4.5	8.2.2	Construction of 60mm red brick paving on 20mm bedding and filler sand (for paved walkways excluding paving blocks)	m ²	270		
Carried Forward						

101

Item	Payment Reference	Description	Unit	Qty	Rate (R)	Amount (R)
3		SECTION 3: STORMWATER DRAINAGE				
3.1	SABS 1200 DB	PIPE TRENCHES:				
		EXCAVATION				
3.1.1	8.3.2(a)	Excavate in all materials for trenches, backfill, compact and dispose of surplus/unsuitable material, :				
		For pipe culverts 0,0 -1,5m deep. for pipes (prov)				
		(a) 450mm (0-1.0m)	m	38		
		(b) 600mm (1-2,0m)	m	20		
		For pipe culverts '450 mm diam. for depths (prov)				
		For open channel trenches and side drains:	m	849		
		For subsurface drains 160mm dia for depths between 0-3m:	m	1295		
		For installation of polythene sheeting alongside berm for depths up to 2.5m:	m	757		
3.1.2	8.3.2(b)	Extra-over item 3.1.1 for :				
		(a) Intermediate excavation	m ³	23		
		(b) Hard rock excavation	m ³	2		
3.1.3	8.3.3	Make up deficiency in backfill material from commercial source	m ³	5		
3.1.4	8.3.5	Excavation and protection of existing services	m	15		
3.2.	SABS 1200 LB	BEDDING AND FILL BLANKET				
3.2.1	8.2.1	Provision of bedding (Class B) material from trench excavations				
		01. Selected granular material	m ³	0		
		02. Selected fill material	m ³	0		
3.2.2	8.2.2.3	Provision of bedding (Class B) material from commercial sources				
		a) Selected granular material	m ³	486,06		
		b) Selected fill material for use in subsoil drains (G7 or better)	m ³	776,7		
		c) Selected 19mm stone for use in sub-soil drains	m ³	256,311		
		d) Synthetic-fibre filter fabric (Grade A2 or equivalent)	m ²	2304		
		e) HDPE Liner for Subsurface system along the Berm 0.3mm	m ²	1893		
3.2.3		Stabilised backfilling (including supply of stabilising agent) of roadway trenches where directed by the Engineer, using 4% PBFC	m ³	12		
3.3	SABS 1200LE	PIPES				
3.3.1	8.2.1	Supply, handle, lay, bed Class B, concrete pipe Type Ogee and Class 100D pipes				
		a) 450 mm diameter	m	38		
		c) 600 mm diameter	m	20		
Carried Forward						

Item	Payment Reference	Description	Unit	Qty	Rate (R)	Amount (R)
Brought Forward						
3.3.2		Pipes in subsoil drainage systems: a) 160mm HDPE slotted subsoil drain pipe (black coupling)	m	1295		
3.3.3		HEADWALLS:				
3.3.4	8.2.7	Supply and lay Concrete Inlets & outlets to culverts a) 450 mm diameter b) 600 mm diameter	No No	1 2		
3.3.5	8.2.8	Supply and Install Manholes, Catchpits, and the like a) brick manholes complete with cover slabs b) 0 to 1m c) 2m and above d) Stormwater grid inlet as per drawings, complete with manhole. Depth 0-1m e) 4m long kerb inlet complete as per detail drawings	No No No No	0 0 2 1		
3.3.6		Concrete Outlet Structures, Manhole Boxes, Junction Boxes and cleaning eyes for subsoil drainage systems: (a) Outlet structures (soakaway complete with all the earthworks valves and piping complete with infiltrator chamber system 500 litre capacity) (b) Manhole boxes (c) Junction boxes (d) Cleaning eyes Concrete caps for subsoil drains pipes Test flushing of pipe subsoil drains	No. No. No. No. No. No.	2 6 0 43 22 11		
3.4	SABS 1200 MK	CONCRETE KERBING				
3.4.1	8.2.7	Trimming of Excavations for Concrete Lined Open Drains (a) In Soft Material (b) In Intermediate Material	m ² m ²	0 1019		
3.4.2	8.2.8	Cast-In-Situ Concrete Lining to Open Drains Class 25/19 Concrete 120mm thick 2m long Panels Formwork to Cast-In-Situ Concrete Lining Open Drains Testing of cubels Type 193 fabric reinforcement in concrete surface beds, slabs, etc	m ³ m ² No m ²	3,2784 3,2784 4 32,784		
CARRIED TO SUMMARY						

Item	Payment Reference	Description	Unit	Qty	Rate (R)	Amount (R)
4		SECTION 4: WATER NETWORK				
4.1	SABS 1200DB	EARTHWORKS (PIPE TRENCHES)				
		EXCAVATION AND BACKFILLING				
4.1.1	8.3.2	Excavate in all materials for trenches 0 - 1m wide, compact backfill, and dispose of surplus and unsuitable material within the freehaul distance				
		a) up to 1,5 m in depth in intermediate excavation	m ³	12		
4.1.2	8.3.2	Extra-over item 8.3.2(a) for:				
		Identifying existing pipes and establishing connections	m ³	50		
	8.3.2	(c) Excavate unsuitable material from trench bottom and dispose within the freehaul distance.	m ³	1,2		
4.2	SABS 1200LB	BEDDING				
4.2.1	8.2.1	Provision of bedding material from trench excavations				
		1) Selected granular material	m ³	0		
		2) Selected fill material	m ³	0		
4.2.2	8.2.2.1	Provision of bedding material by importation from other necessary excavations (freehaul within the site boundaries)				
		1) Selected granular material	m ³	1,80		
		2) Selected fill material	m ³	5		
4.3	SABS 1200L	PIPEWORK				
4.3.1	8.2.1	Supply, handle, lay, joint, bed, test HDPE water supply mains with rubber rings integrally moulded couplings Z-lok to SABS 966 (Part 1)				
		1) 20 mm dia class 16	m	20		
		2) 63 mm dia class 16	m	10		
4.3.2		Disinfect all reticulation mains	m	30		
4.3.3	8.2.3	VALVES				
		Extra-over item 4.7 for the supplying, fixing and bedding of valves. Valves to be anti-clockwise closing non-rising spindle type to SABS 664.				
		(a) Class 16 gate valves with caps : plain ending for uPVC pipes to SABS 664				
		1) 20 mm dia	No.	3		
		2) 63 mm dia	No.	2		
4.3.4	8.2.13	b) Valve chambers	No.	5		
4.3.5	8.2.4	FITTINGS AND SPECIALS				
4.3.6	8.2.2	Extra-over item 4.7 for the supplying, laying and bedding of specials for use with HDPE pipes complete with Couplings Class 10 uPVC Pressure Bends for:				
		20mm dia. uPVC pipe				
		1) 90 degree bend	No.	6		
		2) 45 degree bend	No.	1		
		63 mm dia. uPVC pipe				
		1) 90 degree bend	No.	2		
		2) 45 degree bend	No.	3		
CARRIED FORWARD						

Item	Payment Reference	Description	Unit	Qty	Rate (R)	Amount (R)
BROUGHT FORWARD						
4.3.7		Pressure reducing Valves with Rubber rings for 1600 kPa working pressure Reducers for: 1) 110 x 63mm dia. 2) 63 x 20mm dia. Equal T-Pieces for: 1) 20 mm dia. uPVC 2) 60 mm dia. uPVC End caps / Stop ends for: 1) 20 mm dia. uPVC	No. No.	0 1		
4.3.8		FIRE HYDRANT ASSEMBLIES Fire Hydrant to be 63mm hi-efficiency hydrant set complete with flanged spacer (300mm), duck foot bend, hand wheeled RSV valve flanged valve spacer 500mm with HDG bolts and washers full face gasket(klinger) and S specials to be carboline coated 350 microns inside and outside complete with flanged cast iron T Hydrant chambers to be built with engineering face brick with DCI Cover and frame	No. No.	1 1		
4.4	8.2.4					
4.4	SABS 1200 LF	ERF CONNECTIONS				
4.4.1		Saddles Supply and install polypropylene saddles for ERF connections. Saddles to fit the following pipes: 02) 63mm dia uPVC Class16 pipe 03) 20 mm dia uPVC Class 16 pipe	No No	0 14		
4.4.2		SUNDRIES (a) 20mm cast iron stand pipe with 15mm heavy duty brassbitap, 600mm from the NGL. 20mm cast iron stand pipe to be encased in 1100uPVC pipe , 150mm below NGL and 350mm above NGL, and filled with 15MPa mass concrete	No	11		
4.4.3	8.2.11	Anchor/Thrust blocks as detailed Grade 15/19 MPa concrete for: Anchor/Trust blocks complete Supply and install 63mm bulkwater meter Construction of chamber at connection point EXISTING SERVICES a) Services that intersect a trench Water Sewer	m³ No. Sum No. No.	15 0 0 3 4		
CARRIED FORWARD TO SUMMARY						

Item	Payment Reference	Description	Unit	Qty	Rate (R)	Amount (R)
5.0		SEWER NETWORK				
		EARTHWORKS : SEWER PIPE TRENCHES				
5.1	SABS 1200 DB	EXCAVATION AND BACKFILLING				
5.1.1	8.3.2(a)	Excavate in all materials, backfill, compact and dispose of surplus and unsuitable materials, within the freehaul distance, for trenches less than 1,0 m wide (a) 0,0 to 1,0 m	m ³	91		
5.1.2	8.3.2.(b)	Extra over items 8.3.2(a) for :				
5.1.3	8.3.2(c)	Excavate unsuitable material from the trench bottom and dispose of within the freehaul distance	m ³	5		
		PARTICULAR ITEMS				
5.1.4	8.3.4 a	Shore trench opposite structure or service	m	20		
		EXCAVATION ANCILLARIES				
5.1.5	8.3.3.3	Additional compaction to 93% mod AASHTO density in road reserves	m ³	6		
5.2	SABS 1200 LB	BEDDING				
5.2.1	8.2.1	(a) Provision of bedding material from trench excavations selected granular material	m ³	0		
		(b) Selected fill material	m ³	0		
5.2.2	8.2.2.1	Provision of bedding material by importation from other necessary excavations (freehaul within the site boundaries)				
		(a) Selected granular material	m ³	4		
		(b) Selected fill material	m ³	4		
5.3	SABS 1200 LD	PIPEWORK				
5.3.1	8.2.1	Supply, lay, joint, bed and test uPVC Heavy Duty Class 40 pipes (b) 110 mm dia	m	151		
5.3.2	8.2.3	MANHOLES				
		Precast concrete chambers 1250mm diameter complete with step irons and heavy duty Type DCI cover and frame as per drawings. All benching to have topping with dolomitic aggregate CAC cement. All channels to be vitro with chamber rings to be bit sealed in joints and taped outside				
5.3.2.1		(c) deeper than 0.9 m but not deeper than 1.2 m	No	2		
5.3.3		RODDING EYES				
		Supply and install sewer rodding eyes complete as per detail drawings for depths with lamphole cover and frame				
		(a) up to 1.5 m in depth	No	8		
		(b) deeper than 1.5 m but not deeper than 3.0 m	No	0		
		(c) deeper than 3.0 m but not deeper than 5,0 m	No	0		
CARRIED FORWARD						

Item	Payment Reference	Description	Unit	Qty	Rate (R)	Amount (R)
BROUGHT FORWARD						
5.3.4		CONNECT TO EXISTING (a) Break into existing manhole and connect new 110mm sewer pipe complete	No	1		
5.3.5	8.2.6	ERF CONNECTIONS Excavate by hand and expose existing house connections extend the existing sewer house connection with new with new 110 uPVC pipe and connect to new 110mm uPVC pipe. Complete, including material, labour for depth of: (a) up to 1,0 m in depth (b) deeper than 1,0 m but not deeper than 1,5m	m m	5 0		
5.3.6	8.2.7	SUNDRIES Encasing pipes in class 20/19 concrete	m ³	1		
CARRIED TO SUMMARY						

Item	Payment Ref	Description	Unit	Qty	Rate (R)	Amount (R)
6.1		BILL NO 6.1 CONCRETE, FORMWORK AND REINFORCEMENT Tenderers are referred to the "General Preambles for Trades" 2017 Edition, published by the Association of South African Quantity Surveyors (ASAQS). SUPPLEMENTARY PREAMBLES Cost of tests The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SANS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting report s on the tests to the architect. The testing shall be undertaken by an independent firm or institution nominated by the contractor and to the approval of the architect. (Test cubes are measured separately) Formwork Descriptions of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use. The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself. Formwork to soffits of (solid) slabs etc shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES UNREINFORCED CONCRETE 20Mpa/20mm concrete 6.1.1 Surface beds on waterproofing including thickening 6.1.2 Ramps REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES 25MPa/20mm concrete 6.1.3 Strip footings 6.1.4 Bases				
			m ³	0		
			m ³	0,40		
			m ³	0		
			m ³	3		
CARRIED FORWARD						

Item	Payment Ref	Description	Unit	Qty	Rate (R)	Amount (R)
BROUGHT FORWARD						
6.1.5		REINFORCED CONCRETE 25MPa/20mm concrete Slabs, including beams and inverted beams	m ³	3		
6.1.6		TEST CUBES Making and testing 150 x 150 x 150mm concrete strength test cubes (Provisional)	No.	5		
6.1.7		CONCRETE SUNDRIES Finishing top surfaces of concrete smooth with a wood float/steel trowel Rough formwork to soffits Slabs propped up exceeding 3.5m and not exceeding 5m high	m ²	17		
6.1.8		Edges, risers, ends and reveals not exceeding 300mm high or wide	m	29		
6.1.9		MOVEMENT JOINTS ETC Expansion joints with softboard between vertical concrete and brick surfaces 10mm Joints not exceeding 300mm high along edges of surface beds	m	240		
6.1.10		REINFORCEMENT (PROVISIONAL)				
6.1.11		Mild steel bar reinforcement	kg	0		
		High tensile steel bar reinforcement	kg	1138		
6.1.12		Fabric reinforcement				
		Type 193 fabric reinforcement in concrete surface beds, slabs, etc	m ²	68		
CARRIED FORWARD						

Item	Payment Ref	Description	Unit	Qty	Rate (R)	Amount (R)
BROUGHT FORWARD						
6.2		BILL NO 6.2 MASONRY Tenderers are referred to the "General Preambles for Trades" 2017 Edition SUPPLEMENTARY PREAMBLES BRICKWORK Sizes in descriptions Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick Pointing Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc Face bricks Bricks shall be ordered timeously to obtain uniformity in size and colour SAMPLES Samples of all masonry building units, shall consist of a minimum of 6 units PAVINGS Jointing of pavings Pavings, etc, shall, except for crazy paving, be laid with continuous joints in both directions FOUNDATIONS Brickwork of NFX bricks (14 MPa nominal compressive strength) in class I mortar				
6.2.1		110mm Walls	m ²	0		
6.2.2		220mm Walls	m ²	0		
		SUPERSTRUCTURE (Exclude cost of Bricks) Maize Travertine FBX and Titanium Satin FBX				
6.2.3		115mm Walls	m ²	64		
6.2.4		115mm Walls in beam filling	m ²	12		
6.2.5		230mm Walls	m ²	241		
6.2.6		230mm Walls (perforated brick)	m ²	40		
CARRIED FORWARD						

Item	Payment Ref	Description	Unit	Qty	Rate (R)	Amount (R)
BROUGHT FORWARD						
		BRICKWORK SUNDRIES				
		Brickwork reinforcement				
6.2.7		75mm Wide reinforcement built in horizontally	m	1047		
6.2.8		150mm Wide reinforcement built in horizontally	m	2197		
		Prestressed fabricated lintels				
6.2.9		110 x 70mm Lintels in lengths not exceeding 3m	m	153		
		Turning pieces				
6.2.10		110mm Wide turning pieces to lintels	m	41		
		Galvanised wire ties etc				
6.2.11		4mm Diameter roof tie 2m girth bent double with one end fixed to timber and other end built into brickwork	No	88		
		BRICKS				
		Face bricks pointed with recessed horizontal and vertical joints				
6.2.12		Extra over for bricks (Titanium Satin FBX)	m ²	19		
6.2.13		Extra over for bricks (Titanium Satin FBX)	m ²	18		
6.3		BILL NO 6.3				
		WATERPROOFING				
		Tenderers are referred to the "General Preambles for Trades" 2017 Edition, published by the Association of South African Quantity Surveyors (ASAQS).				
		DAMPPROOFING OF WALLS AND FLOORS				
		One layer of 375 micron "Plastall Gundle Brikgrip DPC" embossed damp proof course				
6.3.1		In walls One layer of 250 micron "Plastall Gundle Gunplas USB Green" waterproof sheeting sealed at laps with "Gunplas Pressure Sensitive Tape"	m ²	2		
6.3.2		Under surface beds	m ²	3		
		WATERPROOFING TO ROOFS, BASEMENTS, ETC				
		4mm Torch-on polyester based sheeting				
6.3.3		Flat roofs	m ²	4		
6.3.4		Turn-ups and turn-downs exceeding 300mm high	m ²	3		
		WATERPROOFING PROTECTION				
		Two coats protective aluminium paint	m ²	4		
CARRIED FORWARD						

Item	Payment Ref	Description	Unit	Qty	Rate (R)	Amount (R)
BROUGHT FORWARD						
6.3.5		Roofs				
		JOINT SEALANTS ETC				
		Two-part grey polysulphide sealing compound, including backing cord, bond breaker, primer, etc				
6.3.6		10 x 10mm In joints in vertical surfaces, including raking out joint filler as necessary	m	159		
6.4		BILL NO 6.4				
		ROOF COVERINGS ETC				
		Tenderers are referred to the "General Preambles for Trades" 2017 Edition, published by the Association of South African Quantity Surveyors (ASAQS).				
		SUPPLEMENTARY PREAMBLES				
		Straight cutting				
		Descriptions of all roof coverings are deemed to include for all straight cutting				
		PROFILED METAL SHEETING AND ACCESSORIES				
		0.58mm IBR profile galvanised steel troughed sheeting with "Chromadek" finish on one side, in single lengths fixed to timber purlins or rails and 0.8mm galvanised steel accessories with "Chromadek" finish on one side				
6.4.1		Roof coverings with pitches not exceeding 25 degrees	m ²	217		
6.4.2		Side claddings	m ²	73		
6.4.3		Side wall flashings 308mm girth	m	20		
6.4.4		Ridge cappings 462mm girth	m	15		
		ROOF AND WALL INSULATION				
		Isoboard high density rigid extruded polystyrene closed cell insulation boards with brown paper and polyethylene laminate slip sheet factory applied to upper surface, with tongue and groove joints				
6.4.5		25mm Insulation boards in 0.60m widths laid over purlins (at approximately 760mm centres) and fixed concurrent with roof covering, including holes through boards, nylon supporting straining wires, etc	m ²	122		
6.5		BILL NO 6.5				
		CARPENTRY AND JOINERY				
		SUPPLEMENTARY PREAMBLES				
		Tenderers are referred to the "General Preambles for Trades" 2017 Edition, published by the Association of South African Quantity Surveyors (ASAQS).				
CARRIED FORWARD						

Item	Payment Ref	Description	Unit	Qty	Rate (R)	Amount (R)
BROUGHT FORWARD						
		Joinery				
		Descriptions of frames shall be deemed to include frames, transomes, mullions, rails, etc				
		ROOFS, ETC				
		ROOF CONSTRUCTION				
		The following in plate-nailed SA pine grade 6 pre-fabricated timber trusses at 760mm centres, designed, supplied, delivered and erected complete including jack trusses, rafters, permanent and temporary bracing, necessary brackets, purlins, wall plates, etc Plate nailed timber roof truss construction				
6.5.1		Mono-pitch roof truss, approximately 9900 x 1994mm high overall with 400mm eaves projection on one side and 1994mm on the other side including wall plates, bracings and purlins at 1.20m centres for roof coverings	Item	1		
6.5.2		Mono-pitch roof truss, approximately 9900 x 1100mm high overall with 400mm eaves projection on one side and 1100mm on the other side including wall plates, bracings and purlins at 1.20m centres for roof coverings	Item	1		
6.5.3		Mono-pitch triangular roof truss, approximately 12150 x 1100mm high overall with 400mm eaves projection on one side and 1100mm on the other side including wall plates, bracings and purlins at 1.20m centres for roof coverings	Item	1		
		EAVES, VERGES, ETC				
		Nutec" medium density plain sheets				
6.5.4		12 x 225mm Fascias and barge boards, including H-profile plastic jointing strips	m	63		
6.5.5		SKIRTINGS 70x19mm Meranti skirting with 19mm Meranti quarter round	m	220		
		DOORS, ETC				
6.5.6		Solid core flush panel door with hardboard on both sides hung to steel frames 44mm Door 813 x 2032mm high (Type B)	No	19		
6.5.7		Solid meranti flush panel door with 300mm high protection plate hung to steel frames 44mm Door 820 x 2100mm high (Type C)	No	1		
6.5.8		Wrought meranti slatted doors 44mm Horizontal slatted door 813 x 2032mm high (Type A)	No	7		
6.5.9		44mm Horizontal slatted door 813 x 2032mm high (Type D)	No	3		
CARRIED FORWARD						

Item	Payment Ref	Description	Unit	Qty	Rate (R)	Amount (R)
BROUGHT FORWARD						
6.6		BILL NO 6.6 CEILINGS, PARTITIONS AND ACCESS FLOORING Tenderers are referred to the "General Preambles for Trades" 2017 Edition, published by the Association of South African Quantity Surveyors (ASAQS). SUPPLEMENTARY PREAMBLES Descriptions Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as "bolted", the bolts are measured elsewhere NAILED UP CEILINGS 12mm Tongued and grooved wrought softwood boarding in 90mm widths Ceilings to be Isoboard high density 32-36kg/m rigid extruded polystyrene 100% closed cell insulation ceiling formd of 25mm thick x600mm wide tongue and groove boards, with IsoPine finish, laid horizontaally over trusses and secured with timberfix screws through 38x38mm S.A Pine timber purlins/battens Extra over ceilings for 600 x 600mm trap door of 44 x 44mm wrought softwood rebated framing with one 38 x 38mm sawn softwood cross brander covered with ceiling board and fitted flush in opening Plasterboard cornices 75mm Coved cornices, nailed				
6.6.1			m ²	122		
6.6.2			No	2		
6.6.3			m	273		
6.7		BILL NO 6.7 IRONMONGERY Tenderers are referred to the "General Preambles for Trades" 2017 Edition, published by the Association of South African Quantity Surveyors (ASAQS). SUPPLEMENTARY PREAMBLES Finishes to ironmongery Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list: BS Satin bronze lacquered CH Chromium plated, SC Satin chromium plated, SE Silver enamelled, GE Grey enamelled, AS Anodised silver, AB Anodised bronze, AG Anodised gold, ABL Anodised black, PB Polished brass, PL Polished and lacquered, PT Epoxy coated, SD Sanded				
CARRIED FORWARD						

Item	Payment Ref	Description	Unit	Qty	Rate (R)	Amount (R)
BROUGHT FORWARD						
6.7.1		SUNDRIES				
		Solid				
6.8		255/E41 door stop, plugged	No	32		
		BILL NO 6.8				
		METALWORK				
		SUPPLEMENTARY PREAMBLES				
		Tenderers are referred to the "General Preambles for Trades" 2017 Edition, published by the Association of South African Quantity Surveyors (ASAQS).				
		PRESSED STEEL DOOR FRAMES				
		1,3mm Double rebated frames suitable for half brick walls				
6.8.1		Frame for door 813 x 2032mm high (Type B)	No	19		
6.8.2		Frame for door 813 x 2032mm high (Type A)	No	5		
		1,3mm Double rebated frames suitable for one brick walls				
6.8.3		Frame for door 813 x 2032mm high (Type A)	No	2		
6.8.4		Frame for door 813 x 2032mm high (Type D)	No	3		
6.8.5		Frame for door 820 x 2100mm high (Type C paraplegic)	No	1		
		ALUMINIUM WINDOWS, DOORS, SHOPFRONTS, ETC				
		AAAMSA guide				
		Windows, doors, etc shall comply with and meet the minimum recommended performance requirements as set out in the General Specification for Architectural Aluminium and Glass Products (Fourth Edition) as published by the Association of Architectural Aluminium Manufacturers of South Africa (AAAMSA) In the event of any discrepancy between the AAAMSA guide and the project specification as set out on the drawings issued, requirements of the project specification will take preference				
		Glass				
		Glazing to be in accordance with window and door schedules. Glazing to be with patent rubber gaskets with glazing beads and complying with BS 952. Where glazing thickness is not stated on these schedules, glass thicknesses are to comply with AAAMSA requirements. Safety glass shall comply with SABS 1263. The National Building Regulations shall be observed with regard to the utilisation of safety glass				
CARRIED FORWARD						

Item	Payment Ref	Description	Unit	Qty	Rate (R)	Amount (R)
BROUGHT FORWARD						
		<p>Drawings</p> <p>Reference is to be made to the drawings issued together with this document and referred to in descriptions. Any uncertainty as to requirements must be clarified with the principal agent .The tenderer shall supply workshop drawings to be approved by the principal agent before manufacture.</p> <p>Measurements</p> <p>Measurements for all shopfronts, windows, doors, etc are to be taken on site prior to manufacture</p> <p>Frames</p> <p>Tenderers shall qualify the use of subframes for building purposes ie. tubular metal/timber</p> <p>Sealants</p> <p>Silicone sealants are to be allowed at frame/plaster junctions</p> <p>ALUMINIUM FOLDING DOORS</p> <p>Purpose made powder coated aluminium swing doors glazed with 8mm safety glass</p>				
6.8.6		Single swing door size overall 1600 x 2100mm high (D28)	No	1		
		<p>WINDOWS</p> <p>Natural anodised aluminium windows glazed with 4mm "ClearVue" glass</p>				
6.8.7		Window type A 600 x 900mm high	No	22		
6.8.8		Window type B 1500 x 600mm high	No	3		
6.8.9		Window type C 2100 x 600mm high	No	2		
6.8.10		Window type D 900 x 900mm high	No	1		
6.8.11		Window type E 1200 x 1800mm high	No	1		
6.8.12		Window type F 1800 x 1800mm high	No	3		
6.8.13		Window type G 600 x 1800mm high	No	2		
6.8.14		Window type H 2400 x 1800mm high	No	1		
6.8.15		Window type I 1600 x 1700mm high	No	2		
6.8.16		Window type J 1500 x 900mm high	No	1		
6.8.17		Window type K 1500 x 900mm high	No	1		
6.8.18		Window type L 1200 x 900mm high	No	2		
CARRIED FORWARD						

Item	Payment Ref	Description	Unit	Qty	Rate (R)	Amount (R)
BROUGHT FORWARD						
6.9		<p>BILL NO 6.9</p> <p>PLASTERING</p> <p>Tenderers are referred to the "General Preambles for Trades" 2017 Edition, published by the Association of South African Quantity Surveyors (ASAQS).</p> <p>SUPPLEMENTARY PREAMBLES</p> <p>GRANOLITHIC</p> <p>Method</p> <p>The method to be used shall be either the monolithic or bonded method</p> <p>Preparation</p> <p>For granolithic applied monolithically, the concrete floor shall be swept clean after bleeding of the concrete has ceased and the slab has begun to stiffen; any remaining bleed water shall be removed and the granolithic shall then be applied immediately afterwards.</p> <p>For granolithic to be bonded to the floor slab after it has hardened, the slab surface shall be hacked (preferably by mechanical means) until all laitance, dirt, oil, etc is dislodged and swept clean of all loose matter. The slabs shall then be wetted and kept damp for at least six hours before applying the finish</p> <p>Mix</p> <p>Granolithic shall attain a compressive strength of at least 41MPa. The coarse aggregate shall comply with SABS 1083 and be capable of passing a 10mm mesh sieve. Where the thickness of the granolithic exceeds 25mm, the size of the coarse aggregate shall be increased to the maximum size compatible with the thickness of the granolithic</p> <p>Panels</p> <p>Granolithic shall be laid in panels not exceeding 14m² for granolithic finishes, not exceeding 9,5m² for bonded finishes and not exceeding 6m² for all external granolithic. Wherever possible, panels shall be square but at no time should the length of the panel exceed 1,5 times its width. Joints between panels shall be positioned, where possible, over joints in the floor slab and shall be at least 3mm wide through the full thickness of the finish, separated by strips of wood or fibreboard and finished with small V-joints</p> <p>Laying</p> <p>Monolithic granolithic shall be applied to the partially set slab and thoroughly compacted and lightly wood floated to the required levels</p>				
CARRIED FORWARD						

Item	Payment Ref	Description	Unit	Qty	Rate (R)	Amount (R)
BROUGHT FORWARD						
6.9.1		<p>Bonded granolithic shall be applied to the slab after applying a 1:1 sand and cement slurry brushed over the surface and allowed to partially set before applying the granolithic, thoroughly compacted and lightly wood floated to the required levels</p> <p>After wood floating, the monolithic and bonded granolithic shall remain undisturbed until bleeding has ceased and the surface has stiffened, any remaining bleed water and laitance shall then be removed and the surface steel trowelled or power floated</p> <p>Curing, seasoning and protection</p> <p>Granolithic shall be covered with clean hessian with waterproof building foil over and kept wet for at least seven days after laying</p> <p>Colour</p> <p>Coloured granolithic shall be tinted with an approved colouring pigment mixed into a true and even colour</p> <p>SCREEDS</p> <p>Screeds on concrete</p> <p>30mm Thick on floors and landings</p> <p>Untinted granolithic on concrete (degree of accuracy grade I)</p>	m ²	131		
6.9.2		<p>Average 25mm thick on roofs to falls</p> <p>INTERNAL PLASTER</p> <p>Cement plaster on brickwork</p> <p>On walls</p> <p>On narrow widths</p> <p>Cement plaster class II on concrete</p> <p>Ceilings</p> <p>EXTERNAL PLASTER</p> <p>Cem plaster coloured fibre reinforced plaster as architect's specification</p> <p>Walls</p>	m ²	4		
6.9.3			m ²	200		
6.9.4			m ²	20		
6.9.5			m ²	12		
6.9.6			m ²	3		
6.10		<p>BILL NO 6.10</p> <p>TILING</p> <p>Tenderers are referred to the "General Preambles for Trades" 2017 Edition, published by the Association of South African Quantity Surveyors (ASAQS).</p>				
CARRIED FORWARD						

Item	Payment Ref	Description	Unit	Qty	Rate (R)	Amount (R)
BROUGHT FORWARD						
		SUPPLEMENTARY PREAMBLES				
		Descriptions Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding				
		WALL TILING Wall tiles (PC R150.00 excluding VAT) fixed with adhesive to plaster (plaster elsewhere)				
6.10.1		On splashbacks	m ²	11		
6.11		BILL NO 6.11				
		PLUMBING AND DRAINAGE(PROVISIONAL)				
		Tenderers are referred to the "General Preambles for Trades" 2017 Edition, published by the Association of South African Quantity Surveyors (ASAQS).				
		SUPPLEMENTARY PREAMBLES				
		General				
		Descriptions of pipes laid in and including trenches and of inspection chambers, catchpits, etc shall be deemed to include excavation, bedding, backfilling, compaction to a minimum of 93% Modified AASHTO density and disposal of surplus material on site				
		Descriptions of copper service pipes and flexible connecting pipes shall be deemed to include connections to taps, cisterns, etc and to steel pipes				
		Descriptions of wc pans, slop hoppers, etc shall be deemed to include for joints to soil pipes (pan connectors separately measured)				
		SOIL DRAINAGE				
6.11.1		Soil drainage including all necessary pipework approximately 40m, fittings, etc two gulley; to connect to existing sewer line all complete to municipal requirements-Ablutions	Item	1		
6.11.2		Soil drainage including all necessary pipework approximately 20m, fittings, etc one gulley; to connect to existing sewer line all complete to municipal requirements-Guard house	Item	1		
6.11.3		Soil drainage including all necessary pipework approximately 40m, fittings, etc two gulley; to connect to existing sewer line all complete to municipal requirements-Administrations	Item	1		
CARRIED FORWARD						

Item	Payment Ref	Description	Unit	Qty	Rate (R)	Amount (R)
BROUGHT FORWARD						
		RAINWATER DISPOSAL				
		0.5mm Thick factory pre painted steel sheet iron				
6.11.4		280mm Box gutters with 10mm thick welded plate brackets	m	44		
6.11.5		Extra over for stopped end	No	6		
6.11.6		Extra over for outlet for 80mm diameter pipe	No	6		
6.11.7		80mm Diameter rainwater pipes	m	29		
6.11.8		Extra over for bend	No	6		
6.11.9		Extra over for shoe	No	6		
6.11.10		Extra over for eaves or plinth offset	No	6		
		SANITARY FITTINGS, TAPS, ETC				
		Vaal				
6.11.11		Wash hand basin (PC R1000.00 excluding VAT), including CP waste union, waste plug, chain and "Flexitrap", one basin mixer tap (PC R2,800.00 excluding VAT) and necessary waste and water piping	No	15		
6.11.12		Disabled wash hand basin 0.61 x 0.46m wide installed, complete including taps, traps, angle valves, waste unions, etc (Allow a PC sum of R2 500.00 each supplied and delivered to site)	No	1		
6.11.13		WC pan and matching seat (PC R3,000.00 excluding VAT), including service pipe, "Ballstop", pan connector and necessary waste and water piping	No	19		
6.11.14		Paraplegic suite comprising washdown pan installed, complete including flush valve, pan connector, etc (Allow a PC sum of R2 800.00 each supplied and delivered to site)	No	1		
6.11.15		Back inlet wall hung bowl urinal and vitreous china urinal, complete including flush master, waste unions, etc (Allow a PC sum of R3 300.00 each supplied and delivered to site)	No	5		
6.11.16		Single end bowl sink 1.20 x 0.50m wide installed, complete including waste unions, traps, mixer etc (Allow a PC sum of R2 700.00 each supplied and delivered to site)	No	1		
		ELECTRIC HOT WATER CYLINDERS				
6.11.17		100 Litre 400 kPa horizontal solar hot water cylinder bolted to wall	No	1		
CARRIED FORWARD						

Item	Payment Ref	Description	Unit	Qty	Rate (R)	Amount (R)
BROUGHT FORWARD						
6.11.18		SANITARY PLUMBING Sanitary plumbing including all pipework, fittings, etc to connect 20 wc's, 16 wash hand basins, 5 urinals, 1 sink all to municipal requirements	Item	1		
6.11.19		WATER SUPPLIES Water supplies including all necessary pipework approximately 40m underground, two stand pipes, etc to connect to existing water supply complete to municipal requirements	Item	1		
6.11.20		Hot and cold water supply including all pipework, stop valves, strainers, fittings, etc to connect 20 no wc's, 16 wash hand basins, 5 no urinals, 1 sink and two geysers, all to municipal requirements	Item	1		
6.11.21		TESTING Testing plumbing installation	Item	1		
6.12		BILL NO 6.12 GLAZING Tenderers are referred to the "General Preambles for Trades" 2017 Edition, published by the Association of South African Quantity Surveyors (ASAQS). GLASS TOPS, SHELVES, DOORS, MIRRORS, ETC 6mm Thick silver mirrors with 25mm bevelled and polished edges holed for and fixed approved double sided adhesive tape				
6.12.1		Mirror 500mm wide x 800mm high with four screws,	No	17		
6.13		BILL NO 6.13 PAINTWORK Tenderers are referred to the "General Preambles for Trades" 2017 Edition, published by the Association of South African Quantity Surveyors (ASAQS). SUPPLEMENTARY PREAMBLES Descriptions Descriptions of paintwork shall be deemed to include for all cutting in PAINTWORK, ETC TO NEW WORK ON FLOATED PLASTER SURFACES WITH One coat alkali resistant plaster primer and two coats PVA acrylic emulsion paint on				
CARRIED FORWARD						

Item	Payment Ref	Description	Unit	Qty	Rate (R)	Amount (R)
BROUGHT FORWARD						
6.13.1		Internal walls	m ²	739		
6.13.2		Ceilings	m ²	12		
		TIMBER CEILINGS SURFACES WITH Three coats woodcare clear wood preservative on				
6.13.3		Ceilings and cornices	m ²	122		
		FIBRE-CEMENT SURFACES WITH				
6.13.4		Two coats pure acrylic paint on Fascias and barge boards not exceeding 300mm girth	m	63		
		METAL SURFACES WITH				
		Spot priming defects in pre-primed surfaces with zinc phosphate metal primer, one coat universal undercoat and two coats super universal enamel paint on steel				
6.13.5		Door frames	m ²	43		
		Prepare and apply two coats bitumen paint on				
6.13.6		Inside of 280mm box gutter before fixing	m	44		
6.13.7		80mm Galvanised sheet iron down pipes before fixing	m	29		
		PAINT ON WOOD				
		Three coats polyurethane suede varnish on				
6.13.8		Doors	m ²	97		
6.14		BILL NO 6.14				
		PROVISIONAL AMOUNTS				
		SUNDRY BUILDING WORK				
		Sundry building work				
6.14.1		Provide the sum of R30 000,00 (Thirty thousand Rand) for sundry building work	Item	1	R 30 000	R 30 000
		Ironmongery				
6.14.2		Provide the sum of R20 000,00 (Twenty thousand Rand) for the supply and installation of all ironmongery	Item	1	R 20 000	R 20 000
		PROVISIONAL SUMS				
		Mechanical installation				
6.14.3		Provide the sum of R40 000,00 (Fourty thousand Rand) for the supply and installation of the mechanical installation	Item	1	R 40 000	R 40 000
		Provide the sum of R40 000,00 (Fourty thousand Rand) for the supply and installation of fire hose reel, signs, and hydrants specified by a specialist.	Item	1	R 40 000	R 40 000
6.14.4		Profit and attendance	Item	1		
		Electrical installation				
6.14.5		Provide the sum of R225 000,00 (One Hundred thousand Rand) for the supply and installation, specification of the electrical installation complete with issuance of a COC and applications to the Municipality for Connection and complying with all the provisions thereof...	Item	1	R 225 000	R 225 000
CARRIED FORWARD						

Item	Payment Ref	Description	Unit	Qty	Rate (R)	Amount (R)
BROUGHT FORWARD						
6.14.6		Provide Sum for the Provision for ICT Services	Item	1	R 70 000	R 70 000
		Profit and attendance	Item	1		
		Covered carport				
6.4.7		Provide the sum of R30 000,00 (Thirty thousand Rand) for the supply and installation of the covered carport installation	Item	1	R 30 000	R 30 000
6.14.8		Profit and attendance	Item	1		
		Signage wall				
6.14.9		Provide the sum of R30 000,00 (Thirty thousand Rand) for the supply and installation of the signage wall complete with signage	Item	1	R 30 000	R 30 000
6.14.10		Profit and attendance	Item	1		
		Structural steel and associated concrete works				
6.14.11		Provide the sum of R350 000,00 (Three hundred and Fifty thousand Rand) for the supply and installation of the structural steel and associated concrete works	Item	1	R 350 000	R 350 000
6.14.12		Profit and attendance	Item	1		
		Reception desk				
6.14.13		Provide the sum of R20 000,00 (Twenty thousand Rand) for the supply and installation of the reception desk	Item	1	R 20 000	R 20 000
6.14.14		Profit and attendance	Item	1		
		Benches and internal seatings				
6.14.15		Provide the sum of R40 000,00 (Fourty thousand Rand) for the supply and installation of the benches and seatings	Item	1	R 40 000	R 40 000
6.14.16		Profit and attendance	Item	1		
		Landscaping				
6.14.17		Provide the sum of R40 000,00 (Fourty thousand Rand) for the landscaping	Item	1	R 40 000	R 40 000
6.14.18		Profit and attendance	Item	1		
CARRIED FORWARD						

Item	Payment Ref	Description	Unit	Qty	Rate (R)	Amount (R)
BROUGHT FORWARD						
6.15		BILL NO 6.15 EXTERNAL WORKS SECURITY FENCING (PROVISIONAL) All excavations are measured as being in "earth" and/or filling compacted to 98% modified AASHTO density Descriptions of excavations shall be deemed to include for setting aside surplus excavated material in spoil heaps for use as filling or for depositing within 150m of the perimeter of the excavations and spreading and roughly levelling as directed, as well as for increase in bulk and multiple handling of excavated material caused by the Contractor's method of operation Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site and for bulking _____ METALWORK Security fencing, including vehicle and pedestrian gates, site clearance and preparation of ground. Specifically the completion of gates and outstanding portions of the fencing DE mesh fencing High density anti-climbing and anti-cut pressed mesh panel fencing 2,1m high, formed of 3mm diameter horizontal and 4mm diameter vertical high tensile wires galvanised with patented coating colour Dark Grey with aperture size 76,2mm x 12,7mm and reinforcing V-section ribs, bolted with vandal resistant bolts and clamping plates to 85 - 45mm Taper locking post 2,7m high including locking recess mechanism at 3,382m centres with sealed end caps and 30 x 3mm x 250mm long angle section base anchors with posts bedded in 15MPa concrete bases size 400 x 400 x 600mm deep. BUDGETARY ALLOWANCES General All prime cost and provisional amounts are net Preliminaries The contractor is referred to the Preliminaries for further amplification of "Prime Cost Amounts" Manual Boom gates Provide an amount of R40 000.00 (Fourty thousand rand) for boom gates to be valued in accordance with bill rates				
6.15.1			m	250		
6.15.2			Item	1		
CARRIED TO SUMMARY						



CONSTRUCTION OF NEW ZAMDELA (IN-AMELIA) CEMETER

SCHEDULE 7 :SUMMARY

Summary of Schedules

SCHEDULE NO.	DESCRIPTION	
Schedule 1	General	
Schedule 2	Roadworks and Bulk Earthworks	
Schedule 3	Stormwater Management	
Schedule 4	Water network	
Schedule 5	Sewer services	
Schedule 6	Buildings	
Sub-total 1		
10% Contingencies		
Sub-total 2		
Add 15% VAT		
Total		



METSIMAHOLO LOCAL MUNICIPALITY

BID NO MLM 20/2022/23

CONSTRUCTION OF ZAMDELA (IN AMELIA) CEMETERY

C3: SCOPE OF WORK

C3.1 DESCRIPTION OF WORKS

C.3.1.1 EMPLOYER'S OBJECTIVES

The objectives of the employer for this contract are:

- (a) To ensure the Zamdela community is provided with a high level of service with regard to cemetery services.
- (b) Promote community empowerment and development.
- (c) Provide the community with a dignified area to bury their loved ones.
- (d) Implement this project within the given time (practical completion 3 months from start date), within the available budget.
- (e) Create an enabling contractual environment.
- (f) Note that this tender is for the completion of a project which was previously started by another contractor. The tenderer will satisfy themselves with the outstanding scope of work.

C.3.1.2 EXTENT OF WORKS

A. CIVIL AND STRUCTURAL WORKS – REFURBISHMENT OF EXISTING WORKS

1. Completion of Administration Building

- 63.5m² building with two offices, a boardroom, a reception and canteen/kitchen area. The building also consists of two unisex toilets.

2. Completion of Ablutions Building

- 67.6m² building with 12WC female toilets and 7.7 wash basins, 4WC in the male section, with 5 urinary and 6 wash basins, 1 paraplegic toilet, unsex.
-

3. Completion of Guard House and Entrance Canopy

- 9.8m² guard house with a concrete slab roof under a steel entrance structure canopy.
- Construct Signage Wall at entrance.

4. Parking Areas

- The staff parking area to be paved and equipped with a carport as per the drawings.
- The public parking inside the cemetery will be partially paved and will have a capacity of 100 vehicles.
- The parking outside the cemetery will be for busses.

5. Complete Roads

- Construct 1.269km access roads 5m in width except the main entrance road which is 13.5m in width.
- Pavement layers to be constructed by utilising in-situ material for the subbase by ripping and recompacting previously imported material.

- Import a 150mm layer of wearing course, G5 or better and compact to 95% MOD AASHTO.
- Where specified construct 60mm segmented block paving using the recommendations in the red book and UTG2 structural design of segmented block pavements for South Africa.

6. Graves

- Clear and grub the areas demarcated for the graves and make good.
- 8270 Adult graves
- 2565 children's graves
- Total capacity of cemetery is 10 835.

7. Complete Sewer Network

- Complete the construction of the sewer network.
- System connects into existing municipal system.

8. Stormwater

- Stormwater system uses 450mm and 600mm diameter pipes. The system also uses concrete ditches, cut-off berms and subsoil membranes and drains.

9. Complete Perimeter Fence

- The site perimeter of 1389.73m to be fenced using a clear-vu fence or similar specification. There are missing fence panels and the gates of the fencing. It will be necessary to make good some panels of the existing fencing.

10. Complete Water Network

- Flushing and testing of the network is necessary. A chamber at the meter is outstanding and the connection of water taps around the cemetery is outstanding. It will be necessary to look for the network pipe to connect the taps.

B. MECHANICAL & ELECTRICAL WORKS

1. Electrical Connection

- Establish connection from the municipal take-off point and obtain all approvals as required.
- Complete the installation of the electrical connection box and internal connections to the architect's layout but to the specifications of an electrician appointed by the contractor.

2. Wet Services

- Attend to the fire Hose reels and all other wet services as required.
- Install hot water tank to specification.



METSIMAHOLO LOCAL MUNICIPALITY

BID NO: MLM 20/2022/23

RECOMMENCEMENT CONSTRUCTION OF AMELIA CEMETERY

PORTION 2: CONTRACT

PART C3.2.1

STANDARD SPECIFICATIONS

C.3.2. SPECIFICATIONS

CONTENTS

C.3.2.1 STANDARD SPECIFICATIONS

C3.2.2 PROJECT SPECIFICATIONS

A: GENERAL

PS 1	GENERAL DESCRIPTION
PS 2	DETAILS OF CONTRACT
PS 3	DESCRIPTION OF SITE AND ACCESS
PS 4	CONSTRUCTION PROGRAMME
PS 5	SITE FACILITIES AVAILABLE AND REQUIRED
PS 6	SITE FACILITIES REQUIRED FOR THE ENGINEER
PS 7	FEATURES REQUIRING SPECIAL ATTENTION
PS 8	CERTIFICATES OF PAYMENT
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PS 10	DRAWINGS
PS 11	LEGISLATION
PS 12	NON-WORKING DAYS AND HOURS
PS 13	EXISTING BUILDINGS AND STRUCTURES
PS 14	EXISTING LAND SURVEY PEGS AND BENCH MARKS
PS 15	EXCAVATIONS
PS 16	BEDDING
PS 17	SMALL BORE PIPES
PS 18	FLUSHING OF WATER MAINS
PS 19	CONNECTIONS TO EXISTING SYSTEMS
PS 20	VALVES AND PIPES
PS 21	STANDARD SEWER PIPE TESTS
PS 22	RAINFALL FIGURES
PS 23	RECORDING OF WEATHER
PS 24	ENVIRONMENTAL AND SAFETY

B: APPLICABLE STANDARDISED

For the purpose of this contract the following latest Standardised specifications as issued by the SANS as well as any variations and additions to those specifications shall apply:

• SANS 1 200 A	GENERAL
• SANS 1 200 AB	ENGINEER'S OFFICE
• SANS 1 200 C	SITE CLEARANCE
• SANS 1 200 D	EARTHWORKS
• SANS 1 200 DB	EARTHWORKS (PIPE TRENCHES)
• SANS 1 200 DM	EARTHWORKS (ROADS, SUBGRADES)
• SANS 1 200 GA	CONCRETE (SMALL WORKS)
• SANS 1 200 L	MEDIUM PRESSURE PIPILINES
• SANS 1 200 LB	BEDDING (PIPES)
• SANS 1 200 LD	SEWERS
• SANS 1 200 LE	STORMWATER DRAINAGE
• SANS 1 200 LF	ERF CONNECTIONS (WATER)
• SANS 1 200 LG	PIPE JACKING
• SANS 1 200 M	ROADS (GENERAL)
• SANS 1 200 ME	SUBBASE
• SANS 1 200 MF	BASE
• SANS 1 200 MFL	BASE (LIGHT PAVEMENT STRUCTURES)
• SANS 1 200 MG	BITUMINOUS SURFACE TREATMENT
• SANS 1 200 MH	ASPHALT BASE AND SURFACING
• SANS 1 200 MK	KERBING AND CHANNELLING
• SANS 1 200 MJ	SEGMENTED PAVING
• SANS 1 200 MM	ANCILLARY ROADWORKS

C 3.2.1 STANDARD SPECIFICATIONS:

The standard specifications on which this contract is based are the **South African Bureau of Standards Standardized Specifications for Civil Engineering Construction SANS 1200**.

Although not bound in nor issued with this Document, the following documents shall form part of this Contract:

- 1) SANS 1200 - Standardised Specifications for Civil Engineering Construction*
- 2) SANS - Standard Specifications*
- 3) SANS 0400 – The application of the National Building Regulations*

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* Not issued with this document, but available at the Contractor's expense from the SA Bureau of Standards, Private Bag X191, PRETORIA, 0001.



METSIMAHOLO LOCAL MUNICIPALITY

BID NO: MLM 20/2022/23

RECOMMENCEMENT CONSTRUCTION OF AMELIA CEMETERY

PORTION 2: CONTRACT

PART C3.2.2

PROJECT SPECIFICATIONS

C.3.2.2 PROJECT SPECIFICATIONS:

Status

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 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.

A: GENERAL

PS 1 GENERAL DESCRIPTION

This contract entails the RECOMMENCEMENT CONSTRUCTION OF AMELIA CEMETERY.

In brief the Works included in this Contract are as follows:

- Grass Cutting and maintaining the site in a neat state until handover to the client. No clear and grub is necessary given the site is brownfield.
- To make use of existing material in the road by ripping and recompacting it before bringing in a G5 layer as a wearing course. Setting out will be necessary.
- There is a water line running through the site and is the only external buried service identified on site to date. The water reticulation has been done but the water taps to go with this system are not connected yet. To connect the taps the service must be found.
- Electrical and mechanical work as to be executed by the contractor using an appropriate professional to the layout detail in the architectural drawings.
- Arranging for and successfully carrying out tests of all services to the satisfaction specifications provided and the Engineer.

PS 2 NATURE OF GROUND AND SUBSOIL CONDITIONS

The geotechnical report shows that the area is underlain by clayey material. The cut-off berms are to be made good (shaped appropriately with natural drain in front) and extended as per the drawings. In front of the berm, polythene sheeting will be used to prevent subsurface ingress into the graveyard. There will be subsoil drain in the cemetery which will not daylight but will instead use a soakaway system.

It is assumed that after ripping and recompacting in-situ material to a depth of 250mm, a CBR greater than 20% can be achieved. A provision is made for cement stabilization should this not be the case. It is expected that when pricing, the tenderer includes the cost of testing for specific item as outlined in the relevant SANS reference which appears in the bills of quantities.

The proposed works entail the following:

- Completing the construction of new buildings
- Completing the water reticulation
- Completing the sewer reticulation
- Completing the construction of access roads, internal roads, and parking (parking to include paving and construction of sheds as specified)
- Construction of stormwater management system
- Construction of fencing and gates
- Construction of entrance gate house and signage wall.
- Electrical and Mechanical work as specified complete with the relevant professional certification e.g COC (including necessary approval from the electrical department of the Municipality) and Fire.

Drawings of existing services from the municipality are provided with this document. The contractor must peruse these drawings AND also inspect the site to satisfy himself of the extent of existing services and that his rates are adequate.

The drawings attached which form part of this contract defines the scope of this contract and indicate the required work, however the contractor must familiarise themselves with the outstanding scope as shown on the drawings. They may be supplemented by additional drawings to supply information regarding details of construction and exact lines, levels and depths. Some of the specifications are clearly indicated on the detailed construction drawings.

The contractor is to co-ordinate all his operations and activities with the Employer and other contractors who might be working on the site, shall make timeous arrangements with the employer and the other contractors to supply and position materials and items to be built in or permanently covered up and shall afford the Employer and other contractors full access to the site and their work in progress at all reasonable times to enable them to complete their work before the completion date of this contract.

The contractor shall take due care not to damage any of the work done by the Employer or other contractors and any such damage shall be repaired at his cost.

The contractor shall co-ordinate the cutting into and connecting of services to existing services with the Local Authority and obtain their prior approval for any work to be done in this regard.

The Contractor should familiarize himself with all the requirements of the Contract, including the nature of the Works, the conditions of access and working, local conditions relating to labour and the supply and availability of materials etc., and any other matter which may affect the efficient execution of the Works, before commencing the Works.

Allowance must be made for all such considerations and eventualities in his Price, as any claim made subsequently for extra payment which can be shown to be founded on a lack of knowledge obtainable, shall not be admitted.

PS 3 DESCRIPTION OF SITE AND ACCESS

This project is the continuation of works started by another contractor. The tenderer is encouraged to familiarize themselves with the scope of the outstanding works to bring the project to completion. Access to site is through the existing community road which is off the

R549. The Current unauthorised access to this community which is off the R549 is to be closed off.

PS3.1 LOCALITY

The cemetery is located off the R549 which can be accessed via the R57 with the following approximate coordinates 26°51'58.19"S and 27°53'58.55"E. Figure C.4.2.1 below shows the location of the proposed site (Erven 22364) in relation to the access roads.

FIGURE PS3.1 – LOCALITY PLAN OF AMELIA



PS3.2 ACCESS

Access to the site is off the R549 or internal streets in Amelia.

PS4 CONSTRUCTION PROGRAMME

If the programme submitted by the Contractor in terms of Clause 5.6 of the General Conditions of Contract, has to be revised because the Contractor is falling behind in his programme, he shall submit a revised programme of how he intends to regain lost time to ensure completion of the Works within the period defined in Clause 5.7 of the General Conditions of Contract or within a granted extension of time and also to ensure that other contractors have access to the site to start their work on the dates as shown in the original programme. Proposals to increase the tempo of work must incorporate positive steps to increase production either by more labour and plant on the Site, or by using the available labour and plant in a more efficient manner.

Instructions by the Engineer to expedite progress shall not be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is.

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

The approval by the Engineer of a programme shall have no contractual significance other than that the Engineer will be satisfied if the work is carried out according to the programme. The said approval shall not limit the right of the Engineer to instruct the Contractor to vary the programme if necessary. The Contractor is also referred to Clause PS 7.1 and PS 7.9 when preparing this programme.

PS 5 SITE FACILITIES AVAILABLE AND REQUIRED

The Contractor is to supply all offices, stores, toilet facilities etc. as required for the duration of the Contract.

PS 5.1 WATER, ELECTRICITY AND SEWERAGE

(a) Water supply

The contractor shall make his/her own arrangements with Metsimaholo Local Municipality for a metered water supply point for construction purposes and shall be liable for all payments required in this regard. (In this case, the contractor will take over from the existing meter reading on the installed water meter)

The contractor is however responsible for any temporary connections he may require. On completion of the contract the contractor shall remove all temporary plumbing, if any, and make good in accordance with acceptable trade practices.

(b) Electrical power supply

The contractor shall be responsible under the Contract for the supply and distribution at his cost of all electricity that he may require for the purpose of constructions. Accordingly, the Contractor shall pay all connection charges, and at his cost provide all connections, transformers, consumption meters, cables, distribution boards and other items that are associated with the supply of electricity for the construction of the Works. The distribution of electricity shall be in accordance with the applicable by-laws and regulations of the supply authority.

The contractor shall allow for the provision at all times of alternative sources of energy against the possibility of a breakdown in this supply.

On completion of the contract, the contractor shall remove all temporary electrical reticulation and make good in accordance with acceptable trade practices.

(c) Sewerage connection

The contractor shall construct suitable sanitary facilities for his personnel and for the Engineer. All facilities provided shall conform to the requirements of Metsimaholo Local Municipality. The contractor shall maintain all these facilities, throughout the contract in clean and sanitary conditions. One toilet for the exclusive use of the Engineer's representative will not be necessary for this contract.

PS 6 SITE FACILITIES REQUIRED FOR THE ENGINEER

PS 6.1 GENERAL

The Contractor shall provide on the Site, for the duration of the project and for the exclusive use of the Engineer and/or his Representative (as applicable), the various facilities described hereunder. All such facilities shall be provided promptly on the commencement of the Contract and failure on the part of the Contractor to provide any facility required in terms of this specification shall constitute grounds for the Engineer to withhold payment of the Contractor's Preliminary and General items until the facility has been provided or restored, as the case may be.

PS 6.2 OFFICE ACCOMMODATION

~~The Contractor shall provide on Site one office for the exclusive use of the Engineer. Such office shall comply with and be furnished in accordance with the requirements of Subclause 3.2 of SANS 1200 AB. The Contractor shall maintain the office in accordance with the requirements of Subclause 5.2 of SANS 1200 AB.~~

~~Irrespective of the type of material of which an office is constructed, the Contractor shall ensure that the temperature inside the office is always between 20°C and 24°C.~~

~~Such office accommodation shall be provided within the Contractor's site establishment facilities.~~

See PS 6.4

PS 6.3 CARPORTS

~~The Contractor shall provide onsite two carports for the exclusive use of the Engineer, in accordance with requirements of Subclause PSAB 3.5 of the Project Specifications.~~

PS 6.4 SITE MEETING VENUE

The Contractor shall provide within its own site establishment facilities, a suitably furnished office or other venue capable of comfortably accommodating a minimum of six (6) persons at site meetings. The Engineer shall be allowed free use of such venue for conducting any other meetings concerning the Contract at all reasonable times.

Irrespective of the type of material of which a venue is constructed, the Contractor shall ensure that the temperature inside the office is always between 20°C and 24°C.

PS 6.5 CONTRACT NAMEBOARDS

The Contractor shall provide, erect, and maintain two contract nameboards at such position and location as directed by the Engineer, in accordance with the requirements set out in SANS 1200 AB (as amended) and according to the nameboards drawing contained in the document.

The Contractor shall, before ordering or manufacturing any such contract nameboards obtain the Engineer's written approval in respect of all names and wording to appear on the contract nameboards.

PS 6.6 SURVEY EQUIPMENT AND ASSISTANTS

(a) Survey equipment

The Contractor shall, in accordance with the requirements of SANS 1200 AB (as amended) provide the following survey equipment for the exclusive use of the Engineer and his staff:

- (i) 1 upright reading automatic level with tripod
- (ii) 1 metric levelling staff with protective cover bag
- (iii) 6 ranging rods
- (iv) 1x 100 metre Stilton tape measure
- (v) 1 x ± 2 kg hammer.

Whenever reasonably required by the Engineer, the Contractor shall, in accordance with the requirements of SANS 1200 AB (as amended), make available to the Engineer or his representative, the following additional survey equipment:

- (i) 1 tacheometer with tripod
- (ii) 1 survey staff for tacheometer
- (iii) 1 Distomat, complete with tripod, fully charged battery and all appurtenant accessories.

PS 6.10 ELECTRICITY SUPPLY FOR THE ENGINEER

~~All electricity supply to the Engineer's office(s) and laboratory (if applicable), whether provided by the Contractor by way of a reticulated supply from a local authority or by way of on-site generators, shall be regulated by the Contractor to within limits such as to prevent damage occurring to any electrical plant and equipment provided by the Contractor or by the Engineer, as a result of fluctuations in the electrical current supplied.~~

PS 7 FEATURES REQUIRING SPECIAL ATTENTION

PS 7.1 SITE TO BE KEPT CLEAN

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

All redundant materials, rubbish and waste arising from the work must be removed from the Site within 3 working days as instructed by the Engineer, at the Contractor's cost and the site and buildings left clean and tidy.

PS 7.2 FACILITIES TO OTHER CONTRACTORS

In addition to the requirements of Clause 18 of the General Conditions of Contract the Contractor must make allowances for other Contractors on the Site. This may involve adapting his programme to accommodate the work of other contractors and ensuring access to their sites along prescribed routes over the Site of this Contract.

PS 7.3 SUBCONTRACTORS

In addition to the requirements of Clause 6 of the General Conditions of Contract, the Contractor shall be responsible for work carried out by subcontractors on his behalf. The Engineer will not liaise directly with such subcontractors. Problems related to payments, programming, workmanship, etc, shall be the responsibility of the Contractor and the subcontractor, and the Engineer will not become involved.

PS 7.5 SANS SPECIFICATIONS AND CODES OF PRACTICE

All reference in this document to South African Bureau of Standards specifications and codes of practice, or any other standard specifications or codes of practice, including National Building Regulations, shall be deemed to be references to the latest issues of such specifications and codes.

PS 7.6 MATERIALS

Unless otherwise instructed in writing by the Engineer, all proprietary materials are to be used, mixed, applied, fixed, etc, strictly in accordance with the manufacturer's recommendations.

PS 7.7 BORROW PITS

There will be no designated borrow pits. The Contractor shall import material from commercial sources.

PS 7.8 TESTING AND QUALITY CONTROL

The Contractor shall include, under the relevant earthworks, trenching and roadworks items, all costs involved in the execution of the following laboratory tests, the results of which shall be presented to the Engineer in writing to ensure compliance with the requirements of this specification.

- i) The determination of the maximum dry density and optimum moisture content of each distinct material type to be used in each section of the works (filling, bedding, backfill, selected subgrade, subbase and basecourse).
- ii) For each of the above operations, the "In-place density" of each separate layer of material placed in the works, the frequency of such tests being as specified in SABS 1200.
- iii) Atterberg limits, grading and CBR results for any selected subgrade, subbase or basecourse from a commercial supply proposed for use in the works.

No material shall be approved for use in the works and no layer shall be approved for placing of the next layer, either in the roadworks or trench backfill, until the Engineer has examined and approved these test results.

The Engineer may elect to take check tests on any of the above, or to perform any other tests which he considers necessary to ensure that the requirements of the specifications are being adhered to. In the event of these check test not meeting the requirements of the specification, the cost of such tests shall be to the Contractor's account. If the tests meet with the requirements of the specification, the Contractor will be required to pay the account of the laboratory concerned, but such payments shall be recoverable under the relevant item of the Schedule of Quantities

The Contractor shall engage the services of an approved independent laboratory or other institution as applicable for quality testing, to ensure that his work complies with the Specifications.

No separate payment will be made for such testing, the cost of which will be deemed to be included in the Contractor's rates bid for the items of work that require testing in accordance with the Specifications.

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

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates bid for the related items of work, unless stated separately otherwise.

The Contractor's attention is drawn to the provisions of the various Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Engineer for examination, the Contractor shall furnish the Engineer with the results of the relevant tests to indicate compliance with the Specifications.

PS 7.9 WORK OUTSIDE NORMAL WORKING HOURS

No work will be allowed from sunset to sunrise and on Sundays without written approval from the Engineer. The Employer will make no additional payment for any overtime whatsoever. Should the Contractor fall behind programme due to his own default and need to work overtime, the cost thereof will be for the Contractor's own expense.

PS 7.10 ACCESS TO PROPERTIES

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work.

PS 7.11 EXISTING RESIDENTIAL AREAS

Access to residential areas and access to individual houses shall be always maintained.

PS7.12 EXISTING SERVICES

Known existing services have been shown on the layout but will not require any moving. It is however the contractor's responsibility to check out if any services exist and programme his works accordingly. Services to existing habitable housing units can only be disrupted on prior notification to the affected parties.

The contractor shall be held responsible for any direct or consequential damage of any existing services. If any such services are known before any works are executed, they should be protected. Protection of services will be paid for as lump sum. The tenderer must therefore satisfy himself on the extent of the services, as no additional payment for protecting the services will be entertained.

PS 8 CERTIFICATES OF PAYMENT

The statement to be submitted by the Contractor in terms of Clause 49 of the General Conditions of Contract shall be prepared in accordance with the standard payment certificate prescribed by the Engineer and shall comprise at least two sets of A4-size paper copies.

All costs for the preparation and submission of the statements shall be borne by the Contractor.

PS 9 CONSTRUCTION IN RESTRICTED AREAS

Working space in certain areas may be restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. However, the Contractor must note that measurement and payment will be according to the specified cross-sections and dimensions irrespective of the method used, and that the rates and prices submitted will be deemed to include full compensation for difficulties encountered while working in restricted areas. No extra payment or any claim for payment due to these difficulties will be considered.

PS 10 DRAWINGS

All information in the possession of the Contractor that is required by the Engineer's representative to complete the as-built drawings must be submitted to the Engineer's representative before a Certificate of Completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless required by the Engineer. The Engineer will provide the dimensions that may have been omitted from the Drawings.

PS 11 LEGISLATION**(a) Changes in legislation**

Reference in the General Conditions of Contract and in any other standard document forming part of this Contract to legislation which has been amended or superseded by other legislation since the most recent publication of such standard document, shall be deemed to be a reference to the amended or replacement legislation.

Such amended or replaced legislation shall be applicable during the Contract Period provided the amendment or replacement occurred more than 28 days before the closing date for bids in terms of Clause 46.4 of the General Conditions of Contract as amended.

(b) The Occupational Health and Safety Act

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The Contractor shall in terms of subclause 5(1) of the Act provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

A payment item is included in the Bill of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned Construction Regulations 2003.

PS 12 NON-WORKING DAYS AND HOURS

Whenever any special non-working days stated in Clause 1.6 and Clause 38 of Part 1 of the Contract Data and GCC respectively, fall within the days allowed or stipulated in the Contract, such special non-working days shall also be excluded from the calculation of the number of working days concerned.

The Contractor shall not work on any statutory public holidays or on any public holidays declared by the Government to be statutory non-working days, except for work related to fatal and emergency breakdowns.

The Engineer shall be entitled at any time during the Contract, to vary the normal working hours specified in the Bid documents, including increasing or decreasing the total number of hours per day during which the Contractor may execute the Works or specific portions thereof.

If any variation by the Engineer of the normal working hours specified in the Bid Documents should result in an increase or a decrease in the total number of hours per week during which the Contractor is permitted to execute the Works or any particular portions of Works, then the time allowed in the Contract for the completion of the respective part of the Works to which the varied normal working hours apply shall be adjusted proportionately in relation to:

- a) the remaining time allowed for completion of the specific part or parts of the Works; and
- b) the extent of the variation in the total normal working hours per week.

PS13 EXISTING BUILDINGS AND STRUCTURES

The contractor is to carry out his works with as little inconvenience to the users as far as possible.

The contractor shall be responsible for making good at his own expense and to the satisfaction of the Engineer and the Employer, all damages caused by him to the buildings and other improvements to properties.

Should the contractor consider that damage to buildings and structures, is unavoidable in the execution of any portions of the works, he shall obtain approval of the Engineer before proceeding with the works.

PS14 EXISTING LAND SURVEY PEGS AND BENCHMARKS

The contractor will be held responsible for the maintenance of all cadastral and benchmark pegs on the site that are recorded as existing at the commencement of construction, and for the replacement of any of these pegs that are found to be missing or disturbed upon completion of his construction activities.

A completion certificate will only be issued after the Contractor has corrected all these pegs and has submitted to the Engineer a certificate from a registered Land Surveyor, stating that all even pegs are in their correct positions.

PS15 EXCAVATIONS

Excavations shall be carried out to the lines shown on the drawing and to such widths as may be necessary for the efficient execution of the work.

The minimum cover requirement for all pipes in traffic areas is 600mm, and in other areas is 500mm.

The widths of trenches shall be sufficient to permit convenient access and facilities for pipe handling laying and joining. As is shown on relevant drawings, the main Sewer pipes and the Water mains will be laid different trenches. Payment for trenches will only be based on a width, which is shown on relevant drawings. The total length of open excavation at any one time must not exceed 75m and the contractor will be allowed to work on a maximum of two working fronts.

The contractor shall assume full responsibility for the safety of all excavations and shall

at his expense adopt all measures necessary to secure this end, either by timbering, shoring or side sloping of the ground.

PS16 BEDDING

Material excavated from the trenches will generally be used to bed the pipelines and to that end the provision of granular or selected materials will generally not be required except where the in-situ soil materials are unsuitable such as areas with a hard rock and black cotton soil (clayey). In this case bedding materials should be obtained from commercial sources. No payment will be made for the bedding of pipes with materials from pipe trenches and this is deemed to be included in the pipe laying rates or excavate and backfill rates.

PS17 SMALL BORE PIPES

The tendered rates for supply lay and bed pipes of ___40mm___ diameter or smaller are deemed to include for all compression fittings or other types of fittings such as tees, bends, reducers etc. but excluding saddles and valves, unless specified otherwise.

PS18 FLUSHING OF WATER MAINS

On satisfactory completion of hydrostatic checking of all water mains, they shall all be flushed with potable water supplied by the Council. The Contractor shall record the quantity of water used, and the duration of flushing. The Contractor shall ensure that the water used for flushing is disposed of in an approved manner, without any damage, nuisance, or injury to people or property.

The contractor shall allow in his rates for all costs associated with the flushing of the water mains and communication pipes save the cost of the water used.

PS19 CONNECTION TO EXISTING SYSTEMS

The unit of measurement shall be sum for the designing, planning, supply and installation of all materials including fittings, executing temporary works, permanent works and everything else necessary for connecting to the existing system.

The main water reticulation system (40mm diameter pipes or greater) shall be tested to a pressure of 1.5 times the maximum working pressure before connection to the municipality supply. The pressure test shall be considered successful if leakage rates below those recommended by the pipe manufacturer are achieved.

The tenderer must make full allowance in his rates for all costs associated with the testing.

PS20 VALVES AND PIPES

All valves and pipes must be SANS approved. All pipes and fittings must be purchased from supplier and manufacturer approved by the engineer which approval shall not be unreasonably withheld.

All valve bodies shall be factory tested according to SANS 664 at twice the specified working pressure. Mild steel fittings, copon coated internally and externally will be used wherever possible. All valves shall be Class 16 valves, clockwise closing, with non-rising spindle.

PS21 STANDARD SEWER PIPE TEST

Completed sewer pipes shall be air tested in accordance with SANS 1200 LD 7.2. This

testing is deemed to be included in the rate for laying the pipe.

Where the Engineer orders random water tests of pipelines they will be paid for separately. All new manholes or chambers shall be tested for water tightness. All visible leaks shall be made good and any pipe, special or fitting found to be defective shall be removed and replaced at the Contractor's expense.

Payment for water used in testing of manholes must be allowed for in the rates for construction of manholes.

PS22 RAINFALL FIGURES

The source for rainfall statistics shall be taken as shown below:

Month	Rainfall (mm)
January	160mm
February	120mm
March	105mm
April	100mm
May	40mm
June	20mm
July	15mm
August	10mm
September	20mm
October	100mm
November	110mm
December	140mm

The Contractor shall keep daily rainfall records and submit them 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 appropriate items.

PS 23 RECORDING OF WEATHER

The Engineer shall indulge the extent of the delays that are attributable to "abnormal climatic conditions" in terms of Clause 47 as amended.

The reading of the rain gauge shall be made at 08h00 of each working day of the contract. The records shall be submitted weekly to the Employer's Agent (the Engineer), together with a statement recording the Contractor's opinion of the effect on his programme of any weather condition that he may consider to be abnormal.

PS24 ENVIRONMENTAL AND SAFETY

PS24.1 ENVIRONMENT

The contractor shall make an effort to acquaint his employees with all provisions, regulations and prohibitions of good environmental practices, and shall accept sole liability for due compliance with the duties, obligations and prohibitions and absolve the Employer from being obliged to comply with the aforesaid duties, obligations and prohibitions.

In case of failure on the part of the Contractor to comply with any Environmental requirements, the Employer shall be entitled to employ and pay other persons to carry out any remedial work to rectify any consequence resulting from the non-compliance by the Contractor and shall be recoverable from him by the Employer. If it is not practical to rectify any consequence resulting from the non-compliance of the Contractor, the Employer will be entitled to impose a penalty on the Contractor which penalty shall be

in relation to the expense which the Contractor would have incurred to comply.

PS24.2 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, Act No. 85 of 1993, hereinafter referred to as "The Act", that the Contractor, as an Employer in his own right and in his capacity as Contractor for the execution of the works, shall at all times comply with the requirements and procedures set out in the Agreement in terms of the OHS ACT.

The Contractor shall complete the agreement form included, and therein designate in writing the name of the responsible person required in terms of the General Safety Regulations R11 sub-clause 1.

PS24.3 SAFETY

The contractor shall comply with all safety regulations as per legislation.

The Contractor shall compile a Health and Safety Plan.

Pursuant to the provisions of the Conditions of Contract, and without in any way limiting the Contractor's obligations there under, the Contractor shall at his own expense, unless stated otherwise, provide the following:

- a) Provide to his Employees on the site of the works, all safety materials, clothing and equipment necessary to ensure full compliance with the provisions of the OHS Act, 1993 (Act No 85 of 1993) as amended, at all times, and shall institute appropriate and effective measures to ensure the proper usage of such safety materials, clothing and equipment at all times.
- b) Provide, install and maintain all barricades, safety signage and other measures to ensure the safety of workmen and all persons in, on and around the site, as well as the general public.
- c) Implement on the site of the works, such procedures and systems and keep all records as may be required to ensure compliance with the requirements of the ACT at all times;
- d) Implement all necessary measures so as to ensure compliance with the Act by all subcontractors engaged by the Contractor and their employees engaged on the Site of Works.
- e) Full compliance with all other requirements pertaining to safety as may be deemed fit.

The Employer and the Engineer shall be entitled, although not obliged, to make such inspections on the site as they shall deem appropriate, for the purpose of verifying the Contractor's compliance with the Act. For this purpose, the Contractor shall grant full access to the site and shall co-operate fully in such inspections and shall make available for inspection all such documents and records as the Employer and/ or Engineer may reasonably require.

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

The Contractor shall have no grounds for a claim against the Employer for the extension of time and/ or additional costs if the progress on the works or any part thereof is

suspended by the Engineer in terms of this clause, and the Contractor shall remain fully liable in respect of the payment of penalties for late completion in accordance with the provisions of clause 43(1) of the General Conditions of Contract, should the Contractor fail to complete the Works on or before the specified due completion date in consequence of the suspension.

Persistent and repeated breach by the Contractor of the requirements of the Act and /or this clause shall constitute grounds for the Engineer to act in terms of clause 55 of the General Conditions of Contract and for the Employer to cancel the Contract in accordance with the provisions of the said clause 55.

PS 24.4 SAFETY OFFICERS

Provision has been made in the schedule of Quantities for a Safety Officer.

The unit of measurement shall be month.

The tendered rate shall include full compensation; payable on a monthly basis, to provide a full-time qualified and suitably experienced, independent safety officer on the Site for the full duration of the project.

The safety officer's remuneration shall, apart from his monthly salary, include all necessary normal fringe benefits applicable to such job description to enable the safety officer to fulfil his task in the best manner possible and to comply with the environmental plan requirements. The rate tendered shall also include all additional charges required by the Contractor for profit, management, etc and shall be an all-inclusive monthly rate.

The safety officer shall have a sound knowledge of the Occupational Health and Safety Act. He shall preferably have completed the Safety management Training Course (SAMTRAC) presented by NOSA. The Contractor shall submit details of the proposed candidate(s) to the Engineer, who will select a person who meets the required criteria.

PS24.5 KEY PERSONNEL

The contractor shall furnish the Employer and the Engineer, upon request, with a list of home addresses and telephone numbers of key personnel in the Contractor's organization who may be contacted both during and outside normal working hours in connection with the works.

PS 24.6 PROTECTION OF THE PUBLIC

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

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

PS24.7 BARRICADES AND LIGHTING

The contractor is responsible for compliance with all the requirements of the authorities concerned with the respect to the safety of the Works, labourers, and the public. Any negligence or non-compliance on the part of the Contractor shall be sufficient cause for the Employer's Agent to suspend the Works and the Contractor shall have no claim for additional compensation against the Employer in such an event.

PS24.8 POLLUTION PREVENTION AND INTERFERENCE WITH ACCESS

The contractor's attention is drawn to the requirements of SANS 1200 D and the General Conditions of Contract regarding the silencing of plant and the prevention of

dust. He shall also take special care for the safety of the general public.

All operations necessary for the execution of the Works shall, as far as possible, comply with the requirements of the contract. They should be carried out in such a way as not to cause unnecessary noise or pollution, or to interfere unnecessarily with public services or private properties.

The contractor will be held responsible for any claims or damages resulting from incidents such as the following:

- (i) Excessive dust.
- (ii) Burning of the veld or grazing.
- (iii) Damage to fauna and flora.
- (iv) Damage to private property.
- (v) Uncontrolled dumping.
- (vi) Noise and vibration from blasting.

PORTION 2: VARIATIONS AND ADDITIONS TO THE STANDARDISED SPECIFICATIONS

PSA GENERAL

PSA 1 SCOPE

REPLACE SUBCLAUSE 1.1 WITH THE FOLLOWING:

"1.1 This specification covers requirements, principles and responsibilities of a general nature that are normally applicable to all Civil Engineering Contracts, as well as the requirements for the Contractor's establishment on the Site."

PSA 2 INTERPRETATIONS

PSA2-2 Applicable edition of standards. (Subclause 2.2)

Add at the beginning of Subclause 2.2:

"Unless a specific edition is specified (see the List of Applicable Specifications)

PSA 2.3 DEFINITIONS

(a) General

ADD THE FOLLOWING DEFINITIONS:

"General conditions: The General Conditions of Contract specified for use with this Contract, and the Contract Data.

Specified: As specified in the standardised and standard specifications, the Drawings or the Scope of Work.

(c) Measurement and Payment

REPLACE THE DEFINITIONS FOR "fixed charge", "time-related charge" AND "value-related charge" WITH THE FOLLOWING:

"Fixed charge: A charge that is not subject to adjustment on account of variation in the value of the Contract price or the Contract Time of Completion.

Time-related charge: A charge, the amount of which varies in accordance with the Time for Completion of the work, adjusted in accordance with the provisions of the Contract.

Value-related charge: A charge, the amount of which varies pro rata with the final value of the measured work executed and valued in accordance with the provisions of the Contract."

PSA 2.4 ABBREVIATIONS

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

The terms "GPO", "P&T", "Department of Posts and Telecommunications" and "Telkom" shall mean "Telkom SA Limited".

The terms "South African Railways", "SAR", "South African Transport Services", "SATS" shall mean "Transnet Limited".

Except for references to the Bureau itself, or to the (official) SANS mark, the term "SANS" shall mean "SANS".

Add to Subclause 2.4(b):

"MAMDD: Modified AASHTO maximum dry density.

TMH1: Technical Methods for Highways 1".

(a) Abbreviations relating to standard documents

ADD THE FOLLOWING ABBREVIATION:

"CKS: SANS Co-ordinating Specification."

PSA 3 MATERIALS

PSA 3.1 QUALITY

ADD THE FOLLOWING:

"All manufactured materials supplied shall be new materials unless the contrary is specified. All materials specified in accordance with SANS Specifications shall bear the SANS mark, whether so specified or not."

ADD THE FOLLOWING SUBCLAUSE:

"PSA 3.3 ORDERING OF MATERIALS

The quantities set out in the Bill of Quantities have been carefully determined from calculations based on data available at the time and should therefore be considered to be

approximate quantities only. Before ordering materials of any kind the Contractor shall check with the Engineer whether or not the scope of the work for which the materials are required is likely to change substantially. No liability or responsibility whatsoever shall be attached to the Employer for materials ordered by the Contractor except when ordered in accordance with written confirmation issued by the Engineer."

PSA 4 PLANT

PSA 4.2 CONTRACTOR'S OFFICES, STORES AND SERVICES

ADD THE FOLLOWING PARAGRAPH BEFORE THE FIRST PARAGRAPH:

"The Contractor's construction camp shall be fenced off and shall contain all offices, stores, workshops, testing laboratories, toilet facilities, etc. The camp shall always be kept in a neat and orderly condition."

ADD THE FOLLOWING TO THE SECOND PARAGRAPH:

"One chemical toilet per 10 workmen shall be provided and must be screened from public view and its use shall be enforced.

The Contractor shall, where applicable, make the necessary arrangements for the removal of night soil."

The suitable first aid services required in terms of Sub-Clause 23(2) of the General Conditions of Contract and Subclause 4.2 of SANS 1200 A shall include, inter alia, a First Aid cabinet fully equipped and maintained with at least the minimum contents as listed in the Annexure (Regulation 3) to the General Safety Regulations of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), to deal with accidents and ailments which are likely to occur during the construction period.

The Contractor shall provide personal safety equipment and facilities as required by Regulation 2 of the General Safety Regulations of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

ADD THE FOLLOWING SUB-CLAUSE:

PSA 4.3 CONSTRUCTION PLANT

Construction plant shall be of a suitable type for carrying out the work for which it is required. Its capacity shall be sufficient to meet the requirements of the work within the contract time. It shall be kept at all times in full working order and repair. If the Engineer considers that the plant in use is in any way inefficient or is inadequate in capacity, he shall have the right to call upon the Contractor to provide such additional plant or equipment as may be required to meet the needs of the Works.

PSA 5 CONSTRUCTION

PSA5.1.1 SETTING OUT OF WORKS

This sub-clause should read as follows:

The contractor shall employ a competent surveyor to set out the works accurately. No setting out of works will be done by the Engineer. It is the contractor's responsibility to set out his works, to check the values of the benchmarks and invert levels of all existing works into which the proposed works must tie in.

No claim or extension of time for incorrect setting out or checking of benchmarks or invert levels will be considered.

ADD THE FOLLOWING SUB-CLAUSE:

PSA5.1.3 Drawings and details

Tender drawings shall not be used for construction purposes. Construction drawings and additional detailed information will be made available to the Contractor as and when required by him.

PSA 5.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS

(ref. PSA8-7, PSDB8-2)

Add the following:

The Contractor shall be responsible for the protection of persons, animals, vehicles and property from injury or damage by reason of the works and shall employ competent watchmen and guard the works both by day and by night.

The Contractor shall provide, erect and maintain adequate warning signs, fences, barricades, guard rails, temporary bridges and other protective measures as may be necessary from time to time to the approval and satisfaction of the Engineer.

Where excavations require barricading, this shall be done by means of at least three 18mm diameter hemp ropes or No. 8 S W G wires stretched tightly between suitable supports along both sides and ends of the excavation at approximately 500mm, 800mm and 1 200mm above the ground.

The support shall consist of poles or iron standards securely planted in solid ground so as to enclose the spoil from the excavations and shall be not more than 15m apart. White washed panels or red flags measuring at least 300mm x 300mm shall be attached between the upper and middle strands at the ends of excavations and along the length of the barricades at distances not exceeding 15 meters.

Where vehicular or pedestrian crossing is required over an open excavation, it shall be protected on either side by a stout two rail timber fence at least 1 000mm high, consisting of 150mm x 75mm deal verticals set 600mm into the ground with 75mm x 50mm rails securely nailed to them. Where deals or boards are used as bridges, they must be battened underneath to prevent tipping.

Lamps in good order and continuously lit from dusk to dawn shall be provided to clearly define all excavations which, in the opinion of the Engineer constitute a hazard; generally, the spacing of these shall not exceed 15 meters, and in addition at least four lamps shall be provided at each temporary crossing.

All poles and warning notices shall be clearly marked by means of an approved reflecting material.

PSA 5.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES

REPLACE THE HEADING AND THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"PSA 5.4 LOCATION AND PROTECTION OF EXISTING SERVICES

PSA 5.4.1 Location of existing services

(Ref, PSA8-9, PSDM8-5)

Before underground or excavation work is carried out, the Contractor shall ascertain the presence and position of all services likely to be damaged or interfered with by his activities. He shall obtain up-to-date plans from the Engineer for this purpose, showing the position of services in the area where he intends to work. As services can often not be reliably located from such plans, the Contractor shall determine the exact position of such services by means of suitable detecting equipment and afterwards by careful hand excavation where necessary in order to expose the services at the positions of possible interference by his activities. This procedure shall also be followed in respect of services not shown on the plans but believed to be present.

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

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

All services, in particular cables, shall be treated as live until proven otherwise. Before the commencement of any excavation the Contractor shall confirm the name and telephone number of the relevant officials directly concerned with the known or suspected services, shall acquaint himself with the position of the control points of the services and shall have readily available equipment necessary to shut off and isolate any such service. The Contractor shall liaise with the relevant authorities or controlling bodies for the necessary temporary closure of any services during construction. A meeting to discuss and confirm the accommodation and protection of services will be arranged before construction commences. The Contractor shall not commence work in any area until proper arrangements have been made for supervision of the work by the relevant authority.

Before commencing any excavation for trenches or road works in a specific area, the Contractor shall locate all existing services with the co-operation of the relevant authority, carefully excavate by hand and expose and survey such services. If the information regarding any existing service is given in the drawings is either missing, incomplete or erroneous, the Contractor shall, as soon as the service has been located, submit details of the exact location, depth and type of service in writing to the Engineer.

Before any work that involves services to any property is carried out, the Contractor shall serve notice on the resident, occupier and / or owner of every property, at least 3 working days in advance of any temporary disconnection, advising the nature, time and duration.

The Contractor shall deal with the crossing of known existing services by the pipelines by:

- a) Notifying to the Engineer's Representative and the relevant authority 48 hours prior to executing the work.
- b) Serving notice on the resident, occupier and / or owner of every property affected at least 36 hours in advance of any temporary disconnection, advising the nature, time and duration.

- c) Excavating by hand, under the supervision of the Engineer's Representative and / or the authority involved, on the line of the trench up to 2 m, or such for the distance as may be necessary, in both directions from the indicated position of the services.

Before any excavations take place near electrical cable routes, the Contractor shall ensure that wayleaves from the relevant authorities have been obtained. Eskom and Telkom SA insist that no mechanical excavators or vibratory compaction equipment be used within 3 m of their services. Notice must be given at least 2 working days in advance of any work close to their services.

After the site has been handed over, the Contractor shall ascertain the names and telephone numbers of persons to be contacted at each service authority in the case of damage to services. These numbers shall be prominently displayed in the Contractor's site office, preferably near the telephone or radio, before the first payment certificate will be issued.

When damage to an existing service occurs, the Contractor shall immediately contact the relevant service authority after which he shall notify the Engineer or his representative who will investigate the matter and determine liability of the damage.

All known existing services and those services which require relocation and protection are shown on the drawings. The Contractor's attention is drawn to the fact that these drawings are based on information supplied by others, and the accuracy and completeness of this information has not been confirmed. The Contractor will therefore be required to verify the accuracy of the information and proceed with extreme caution in order to avoid damage to existing services.

In general, the Contractor may be called upon by the Engineer to expose and locate the exact position of services for the purpose of avoiding damage or for the service authority to establish the necessity for relocation.

The Contractor may also be called upon to re-excavate and backfill trenches previously excavated and backfilled by others where in the opinion of the Engineer such work is necessary to ensure the stability of any other works over such trenches. This action in no way relieves the Contractor of his responsibility in terms of the specified works.

PSA 5.4.3 Alterations and repairs to existing services

Unless the contrary is clearly specified or ordered, the Contractor shall not carry out alterations to existing services. When this is necessary, the Contractor shall inform the Engineer, who will either make arrangements for such work to be executed by the owner of the service, or instruct the Contractor to make such arrangements himself.

When existing services are damaged by the Contractor, he shall immediately inform the Engineer, or when this is not possible, the relevant authority, and obtain instructions as to who should carry out repairs. In urgent cases the Contractor shall take the necessary steps to minimise damage to and interruption of the service. No repairs of telecommunication cables or electric power lines and cables shall be attempted.

The Employer will accept no liability for damages due to a delay in having such alterations or repairs effected. The Contractor shall provide all reasonable opportunity, access and assistance to persons carrying out alterations or repairs of existing services."

PSA5.8 GROUND AND ACCESS TO WORKS

This sub-clause should read as follows:

The contractor shall conduct and maintain temporary roads and vehicular traffic deviations as may be necessary, erect barriers and traffic signs and apply traffic markings on existing and temporary surfaces as may be directed by the Engineer, to ensure the free and safe flow of traffic at all times and shall remove the same on completion of works. The contractor shall allow the necessary access to all private properties, which may be affected by the works.

ADD THE FOLLOWING SUBCLAUSE:

"PSA 5.9 SITE MEETINGS

The Contractor will be required to attend regular site meetings, normally held twice a month to discuss general progress, quality of work, problems, claims, payments, and any other matters concerning the day-to-day running of the Contract."

PSA 6 TOLERANCES

ADD THE FOLLOWING SUBCLAUSE:

"PSA 6.4 GENERAL

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

Except where the contrary is specified or when clearly not applicable, all quantities for measurement and payment shall be determined from the 'authorised' dimensions. These are specified dimensions or those shown on the Drawings or, if changed, as finally prescribed by the Engineer, without any allowance for the specified tolerances. Except if otherwise specified, all measurements for determining quantities for payment will be based on the 'authorised' dimensions.

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

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

PSA 8 MEASUREMENT AND PAYMENT

PSA 8.1 MEASUREMENT

PSA 8.1.2 Preliminary and general items

PSA 8.1.2.2 Bid sums

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"The Contractor's bid sums under items PSA 8.3 and PSA 8.4 shall collectively cover all charges for

- risks, costs and obligations in terms of the General Conditions of Contract, the Contract Data and of this Standardised Specification, except where provision is made in these Project Specifications to cover compensation for any of these items;
- head-office and site overheads and supervision;
- profit and financing costs;
- expenses of a general nature not specifically related to any item or items of permanent or temporary work;

- providing facilities on Site for the Contractor's personnel, including offices, storage facilities, workshops, ablutions, for providing services such as water, electricity, sewerage, sewage and rubbish disposal, for access roads and all other facilities required, as well as for the maintenance and removal on completion of the Works of these facilities and the cleaning-up of the camp site on completion of the Works;
- providing facilities for the Engineer and his staff as specified in SANS 1200 AB and in these Project Specifications"

PSA 8.2 PAYMENT

PSA 8.2.1 Fixed-charge and value-related items

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"Payment of fixed charges in respect of item 8.3.1 will be made as follows:

Eighty per cent (80%) of the sum bid will be paid when the facilities have been provided and approved. The remaining 20% will be paid when the facilities have been removed and the camp site has been cleared and cleaned.

Payment for the sum bid under item 8.3.2 will be made in three separate instalments as follows:

- (a) The first instalment, which is 40% of the sum, will be paid when the Contractor has fulfilled all his obligations to date under this Standardised Specification, the General Conditions of Contract and the Contract Data, and when the value of work certified for payment, excluding materials on Site and payments for preliminary and general items, is equal to not less than 5% of the total value of the work listed in the Bills of Quantities.

- (b) The second instalment, which is 40% of the sum, will be made when the amount certified for payment, including retention monies but excluding this second instalment, exceeds 50% of the work.
- (c) The final payment, which is 20% of the sum, will be made when the works have been certified as completed and the Contractor has fulfilled all his obligations to date under this Standardised Specification, the General Conditions of Contract and the Contract Data.

Should the value of the measured work finally completed be more or less than the Bid Sum for the work, the sum bid under item 8.3.2 will be adjusted up or down in accordance with the provisions of Clause 47 of the General Conditions of Contract as amended in Part 1 of the Contract Data, and this adjustment will be applied to the third instalment. No adjustment will apply to item 8.3.1 in respect of variations in the value of work done or after the finally authorised Time for Completion."

PSA 8.2.2 Time-related items

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"Subject to the provisions of Subclauses 8.2.3 and 8.2.4, payment under item 8.4.1 (time-related item) will be made monthly in equal amounts, calculated by dividing the sum bid for the item by the period for the construction in months, provided always that the total of the monthly amounts so paid for the item is not out of proportion with the progress of the work on the installation as a whole.

Should the Engineer grant an extension of Time for Completion of the works, the Contractor will be entitled to an increase in the sum bid for the time-related item, which increase shall be in the same proportion to the original sum bid as the extension of time is to the original Time for Completion of the repair works.

Payment of such increased amounts will be deemed full compensation for all additional time-related preliminary and general costs due to the circumstances pertaining to the extension of time granted for the works.

Time-related payment shall only be made when the work is in progress and shall end when the time for completion or an extension of time granted by the Engineer expires."

PSA 8.3 BILLED FIXED-CHARGE AND VALUE-RELATED ITEMS

REPLACE THE ITEMS WITH THE FOLLOWING:

"PSA 8.3.1 Fixed preliminary and general charges..... Unit: Sum

PSA 8.3.2 Value-related preliminary and general charges..... Unit: Sum

The sums bid shall include full compensation for all fixed and value-related preliminary and general charges as described in Subclause PSA 8.1.2.2. Payment will be made as described in Subclause PSA 8.2.1."

PSA 8.4 BILLED TIME-RELATED ITEMS

REPLACE THIS ITEM WITH THE FOLLOWING:

"PSA 8.4.1 Time-related preliminary and general charges:

(a) Item Unit: Sum

The sums bid shall include full compensation for all time-related preliminary and general charges as described in Subclause PSA 8.1.2.2. Payment will be made as described in Subclause PSA 8.2.2.

PSA 8.5 SUMS STATED PROVISIONALLY BY ENGINEER

Add the following sub-clauses:

- (c) Special testing of materials:
- (i) Provisional Sum for special testing of materials by an approved independent laboratory shall include traveling expenses and supply of a certified copy of test results Unit : Provisional Sum
- (ii) Percentage mark-up on item (e) (i) above for Contractor's overheads, administration charges and profit Unit : Percentage (%)

The Contractor shall be reimbursed the sum or sums actually paid by him in connection with the provision of accommodation, laboratory equipment, services, maintenance and special testing (on production of receipts, statements, vouchers, etc.) and this sum or sums shall be increased by the percentage tendered as mark-up for overheads, administration charges and profit.

PSA 8.6 PRIME COST ITEMS

Amend the penultimate sentence of Subclause 8.6 to read:

"The percentage rate for (b) shall cover the Contractor's overheads, charges for taking delivery and profit on the supply of materials or goods covered by the sums stated in (a) above. Payment will be made on the basis of the sums actually paid for such materials or goods, exclusive of VAT."

PSA 8.7 DAYWORK

Provisional items for Daywork are scheduled as follows:

- a) Labour at hourly rates for skilled, semi-skilled and unskilled labourers.
- b) Material as a Provisional Sum with a percentage allowance on the net cost.
- c) The Contractor's own plant at hourly rates for various types.

Tendered unit rates or unit rates that are agreed in terms of Subclause 40(4) of the General Conditions of Contract for the Contractor's own plant used for Daywork shall cover the full cost of the use of such plant and shall therefore, in addition to the items listed in Subclause 8.7, cover the cost of plant operators, consumable stores, fuel and maintenance.

d) Hired plant as a Provisional Sum with a percentage allowance on the net cost.

The Contractor will be paid the actual net cost of plant hired by him for Daywork and in addition will be paid a percentage allowance on the net cost of such hire, which allowance will cover the Contractor's own overhead costs and profit.

PSA 8.8 TEMPORARY WORKS

PSA 8.8.2 Dealing with traffic:

Dealing with traffic, the maintenance of access, protection at level crossings and other requirements of PSA5-2 will be covered by Item 1.2.7.

REPLACE ITEM 8.8.4 WITH THE FOLLOWING:

"PSA 8.8.4 Location and protection of existing services:

PSA 8.8.4.1 Provision of detecting devices for:

(a) Water and sewer pipes Unit: Sum

(b) Electrical and other cables Unit: Sum

The bid sums shall cover the cost of providing and operating suitable equipment for as long as it is needed to locate all the existing services likely to be affected by the construction activities. Alternatively, an approved specialist firm may be employed to carry out the work.

PSA 8.8.4.2 Hand excavation necessary for locating and exposing existing services in all material:

(a) In roadways Unit: m³

(b) In all other areas Unit: m³

The rates shall cover the cost of excavating by means of hand tools within authorised dimensions, for all precautionary measures to protect the services from damage during excavation and backfilling, and for subsequent backfilling and compacting. Compaction of material in all areas except in roadways shall be to 90% of the modified AASHTO density.

The rate for hand excavation in roadways shall include compensation for compacting excavated or selected backfill material to 93% of modified AASHTO density.

The bid rates shall also include for keeping excavations safe, for dealing with surface and subsurface water, for removing surplus excavated material from the Site, for transporting all material, and for supplying adequate supervision during both excavation and backfilling operations."

ADD THE FOLLOWING ITEMS:

"PSA 8.9 ADDITIONAL TESTS:

- (a) Additional tests required by the Engineer..... Unit: Sum
- (b) Attendance and profitUnit: %

An amount has been allowed in the Bill of Quantities under subitem (a) to cover the cost of additional tests required by the Engineer. The Engineer will have the sole authority to spend the amount or part thereof.

The bid percentage under subitem (b) will be paid to the Contractor on the value of each payment made to the testing authority.

Note in connection with subitem (a):

The Contractor is responsible for both the cost of normal testing as described in Subclause PS 7.8 in portion 1 of the Project Specifications and for the cost of any additional test that indicates that the Specifications have not been complied with.

PSA8.9 ADDITIONAL PAYMENT ITEMS

Add the following payment items:

PSA8.9.1

Protection of survey beacons/stand pegs and submission of certificate from a registered land surveyor.

"The sum tendered shall provide full compensation for protecting all existing survey works during construction, and for the replacement of those found to be disturbed or missing at the end of the contract. It shall also provide full compensation for providing a certificate from an approved registered land surveyor certifying that all pegs/ beacons are correctly placed. Such a certificate shall be submitted to the Engineer prior to the handover of the works or of any section of the works."

PSA8-9.2 Dealing with existing services

Existing services will not be measured individually. Payment will be made by lump sum. The sum tendered for dealing with existing services shall cover:

- the costs of meeting the requirements of Subclause 8.3.5 of SANS 1200 DB,
- the cost of meeting the requirements of PSA5-2 (excluding the careful excavation to locate a service further than 2 m from the indicated position),
- the costs arising from the limiting influence of existing aboveground and underground services on the Contractor's activities,
- dealing with and protecting poles affected by excavations and dealing with and working below overhead wires,
- the cost of dealing with and protecting existing services,

- the costs of delays and interruptions in the progress of the work which arises from dealing with and protection of existing services.

Careful excavation carried out by the Contractor on the instruction of the Engineer to locate and expose existing services of which the exact location is not known, or where the existing service is found to be a further than 2,0 m from the position indicated, will be measured by volume. The rate shall cover all costs of materials, labour, and plant, including specialist detecting equipment required to locate and expose the service.

PSA8-9.3 Dealing with water.

The cost of supplying and operating the equipment for dewatering of excavations and controlling of stormwater will be held to be included in the tendered sums for Excavation Line Items and no separate payment will be made for this work.

PSA8-9.4 Free haul and overhaul

Notwithstanding any clauses in any Standardized Specification or Standard Specification Section dealing with the definition, measurement and/or payment for transport, free haul and/or overhaul, no measurement nor payment for overhaul will be made. All haulage will be considered to be free haul and the cost thereof will be deemed to be covered by the rates for the provision or disposal of the applicable material.

PSA8-9.5 Miscellaneous items

An item which, in the payment clause column of the Schedule of Quantities, refers to this clause, will be measured in the unit scheduled.

The sum or rate for such item shall cover the cost of all materials, labour and plant required to execute and complete the work as specified, described in the Schedule of Quantities or shown on the drawing(s).

PSA 8.13 COMPLIANCE WITH OHS ACT AND CONSTRUCTION REGULATIONS 2003 Unit: sum

The bid sum shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and the Construction Regulations 2003 at all times as described in PS 25 of Portion 1 of the Project Specifications. The successful bidder shall provide the Engineer with a complete breakdown of this bid sum.

This sum will be paid to the Contractor in equal monthly amounts for the entire duration of the contract period.

PSA8.14 ITEMS NOT MENTIONED

Should the tenderer wish to price any fixed charge or time related obligations, arising out of the work described in the Contract Documents but not specifically mentioned in the Schedule of Quantities, he is to do so in the spaces provided in Section 1 of the Schedule.

PSAB ENGINEER'S OFFICE

PSAB 3 MATERIALS

PSAB 3.1 NAMEBOARDS

REPLACE THE FIRST SENTENCE OF SUB-CLAUSE 3.1 OF SANS 1200AB WITH THE FOLLOWING:

"The Contractor shall supply and erect at locations approved by the Engineer, the number of contracts nameboards specified in Portion 1 of the Project Specifications, which, unless otherwise specified in the Contract, shall comply with the recommendations for the standard board of the South African Association of Consulting Engineers, with regards to size, painting, decorating and detail, and the requirements described hereunder."

PSAB 4 PLANT

PSAB 4.4 SURVEY EQUIPMENT

The Contractor shall provide on-site and make available for the exclusive use of the Engineer and his staff, the survey equipment listed in Portion 1 of the Project Specifications.

All survey equipment provided by the Contractor shall be in good condition, properly calibrated and fit for the purpose.

In addition to survey equipment provided by the Contractor for the exclusive use of the Engineer and his staff, the Contractor shall make available for use by the Engineer, the further survey equipment listed in Portion 1 of the Project Specifications, at all times when such is reasonably required by the Engineer and his staff for the purposes of the Contract."

PSAB4-5 MEDICAL FACILITIES AND SAFETY EQUIPMENT

The Contractor shall make the first aid services and such personal safety equipment and facilities as are required in terms of PSA4-2, available to the Engineer and his site staff.

PSAB 5 CONSTRUCTION

PSAB5-1 NAMEBOARDS (Subclause 5.1)

The nameboards shall be removed by the Contractor before the issue of the Final Approval Certificate.

PSAB5-3 KEY PERSONNEL (Subclause 5.3)

The Contractor shall inform the Engineer of the person whom he has charged with the duties with respect to the Site in terms of the Occupational Health and Safety Act and the person(s) who are in possession of a valid certificate of competency in first aid. The Contractor shall give copies of the minutes of the site safety meetings to the Engineer.

PSAB5-5 ASSISTANTS (Subclause 5.5)

In terms of Subclause 5.5, two suitable workmen, with minimum qualifications of Matric (Grade 12), to be used as general assistants and to assist with control testing shall be made available to the Engineer during working hours as and when required. As far as practical the same assistants shall be allocated to the Engineer for the full duration of construction.

ADD THE FOLLOWING NEW SUBCLAUSES TO CLAUSE 5 OF SANS 1200 SB:

PSAB 5.8 SURVEY EQUIPMENT

All survey equipment provided by the Contractor shall be kept fully serviceable at all times by the Contractor. The Contractor shall have any defective equipment repaired or replaced at his own cost within 24 hours after notification by the Engineer's staff.

Where required by the Engineer, the Contractor shall at his own cost, promptly arrange for the re-calibration of survey equipment provided."

PSAB5-9 SITE INSTRUCTION BOOK

Throughout the construction period the Contractor shall supply a carbon quadruplicate book as a site instruction book.

This book shall be kept on Site and shall be accessible to both the Contractor and the Engineer at all times. It shall be used:

- a) by the Contractor for providing the Engineer with any information regarding the construction of the Works which may be requested, and giving notification in writing of inspections, drawings, etc, required by the Contractor, and
- b) by the Engineer for the purpose of writing day-to-day instructions and confirming any verbal information or instructions given to the Contractor.

One copy of each site note issued shall remain in the book.

SANS 1200 C: SITE CLEARANCE

PSC-3.1 DISPOSAL OF MATERIALS

In addition to the existing clause, the following shall apply:

The Contractor shall locate and negotiate for tipping sites for the disposal of surplus material and bear all costs in connection therewith. Arrangements for the consent of the owner of a property to deposit spoil thereon shall be confirmed in writing. Such arrangements shall be approved by the Engineer before being implemented.

The Contractor shall during the period of the Contract remove any accumulation of surplus earth, rock, clay, soil, bricks, tree trunks, rubbish, waste, or unused material being the property of the Contractor or the result of his activities and not required for the construction of the Works. These surplus materials shall be spoiled not later than 48 hours after having been excavated, demolished, felled, or attached from their original location.

PSC5 CONSTRUCTION

PSC5-1 AREAS TO BE CLEARED AND GRUBBED. (Subclause 5.1)

Only the approved minimum area required for the execution of the Works including areas on which material shall be stockpiled for later reuse or on which material shall be dumped and spread, shall be cleared, and grubbed. Where excavations are required under existing concrete or brick paved areas the existing concrete surfacing shall be neatly cut with a suitable or brick surfacing shall be carefully removed, stacked, and cleaned for reuse. Where excavations take place under road surfaces the bitumen surfacing shall be neatly cut with a suitable blade and the surfacing material removed within the limits of the excavation and discarded at the disposal site.

For the pipe trenches indicated by the Engineer, generally a sufficiently wide strip equal to the trench width plus the estimated allowance for trench side slopes plus the width of stockpiled backfill and a 600 mm width (which shall be maintained alongside the trench) plus the width of access to the trench shall be cleared of vegetation.

All rubble on the Site shall be disposed of as directed by the Engineer.

PSC5.2.3.2 INDIVIDUAL TREES

Add the following to this sub-clause:

Individual trees shown on drawings, or indicated by the Engineer, are to be left undamaged. A fine of R1000.00 will be payable per such a tree that is removed or felled.

PSC5-6 CONSERVATION OF TOPSOIL. (Subclause 5.6)

Topsoil up to a depth of 150 mm, if available, shall be removed from the above specified cleared areas and stockpiled on approved sites for later reuse. Until required for spreading, the stockpiles of topsoil material shall be stabilized by watering or other approved means.

ADD THE FOLLOWING SUB-CLAUSES TO CLAUSE 5:

PSC5-9 DEMOLITION OF EXISTING MANHOLES, CATCHPITS, CHAMBERS AND PIPE OUTLETS

(ref. PSC8-2)

Where shown on the drawings or ordered, manholes, catchpits, chambers, and pipe outlets shall be demolished. All metal fittings shall be salvaged and delivered to the Employer's yard. All other rubble shall be disposed of to the approval of the Engineer.

The resulting void shall be backfilled with material of a quality, and compacted to a density, at least equal to that of the adjacent material.

PSC8 MEASUREMENT AND PAYMENT

PSC8-2.7 REMOVAL OF PIPES. (Subclause 8.2.7)

In addition to the requirements of Subclause 8.2.7, the rate shall cover the cost of locating the pipeline and any additional costs of excavation and backfilling not covered by other normal rates for excavation and backfilling under SANS 1200 DB.

PSC8-2.8 DEMOLISH EXISTING MANHOLES, CATCHPITS, CHAMBERS AND PIPE OUTLETS. (Subclause 8.2.8)

(ref. PSC5-9)

In addition to the requirements of Subclause 8.2.8 the rate shall cover the cost of excavation and demolition of the scheduled unit, salvaging and delivery of metal fittings, complete removal of all rubble from the Site, and the supply of material for and backfilling of the voids so formed, including compaction, all to the satisfaction of the Engineer.

PSC8-2.10 REMOVAL AND CONSERVATION OF TOPSOIL.
(Subclause 8.2.10)

The rate tendered for the removal of in situ topsoil shall, in addition to the items listed in Subclause 8.2.10, also cover the cost of stabilizing and protecting the stockpiles of topsoil.

1200 D : EARTHWORKS

PSD 3 MATERIALS

PSD 3.1.1 CLASS OF EXCAVATION

After the first paragraph add:

Classification of the suitability or otherwise of material for excavation by hand and the excavation category (soft, intermediate or hard) of material suitable for excavation by hand will be based on dynamic cone penetrometer evaluation in accordance with the following criteria:

CATEGORY OF MATERIAL	CONSISTENCY		DCP BLOWS	
	Granular	Cohesive	Granular	Cohesive
SUITABLE FOR HAND EXCAVATION				
SOFT Soft excavation shall be exaction in material that can be efficiently removed from the trench using a pick and shovel but not requiring prior breaking using mechanical equipment such as pavement breakers	Up to medium dense	Firm to stiff	0-6	1-5
UNSUTABLE FOR HAND EXCAVATION				
ROCK Rock excavation shall be excavation in material other than described above which by nature of the material requires prior breaking by means of blasting.	-	-	>50	-

The category of material shall be determined by testing the material at regular intervals and at depths along the centre line of the trench. A minimum of 5 tests shall be done at each location and the average number of blows of the tests shall be used to determine the category of material.

The interval between test locations shall be determined by the variation of material type but shall not exceed 50m. The depth of testing shall be determined by the variation of material type and can increase or decrease in hardness with increasing depth of excavation.

The Contractor shall immediately inform the Engineer as and when the nature of the material being excavated changes to the extent that a new classification for further excavation is warranted. Failure on the part of the Contractor to timeously advise the

Engineer shall entitle the Engineer to classify, in his sole discretion, such excavation as may have been executed in material of a different nature.

PSD 3.3.2 BACKFILLING AND EMBANKMENTS

The reference to "free haul distance" shall be amended as follows:

The free haul distance for the material to be disposed of as surplus or unsuitable shall be the full distance from the site of the works to the Contractor's tipping site.

PSD 5 CONSTRUCTION

PSD 5.1.1.1 BARRICADING AND LIGHTING

Delete a) and b) and insert the following:

The Contractor shall light and barricade all materials, excavations, and objects, which constitute an obstruction or danger to the public as a result of his operations.

Watchmen shall be on duty at night at each end of every closed carriageway and shall be provided with red and white lamps with which to direct and control the traffic using the open portion of the road. Conspicuous notice boards marked "CLOSED ", lighted between sunset and sunrise, shall be placed at each end of all closed or partially closed roads.

In addition to the above, the following shall apply to all excavations:

- a) Barricading supports shall be portable and self-standing i.e., such as not to disturb the existing surface.

Horizontal planks shall be at least 100mm wide, painted in red and white chevrons and shall be fixed to the support at heights of 0,45m, 0,75m and 1,25m above the ground.

When erected, the system shall be rigid and properly ballasted to prevent being blown over and shall present a neat and orderly appearance.

The Engineer must approve the system of barricading, either as specified above or an alternative before excavations commence.

It should be noted that chevron plastic tape alone is not regarded as adequate protection around excavations and its use for that purpose shall not be approved.

The use of the "fluorescent orange plastic netting" will be considered provided the support system complies with the requirements of the Occupational Health and Safety Act (OHS Act).

- b) At night, red lights shall be placed at each end of every trench under construction and at intervals not exceeding 15m along barricades.

The proximity of streetlights shall not relieve the Contractor of any responsibility in respect of barricading and lighting.

- c) All signs and barricades shall be inspected every day before the morning and evening peak traffic periods and at least once during the day. The competent person, appointed by the Contractor in accordance with OHS Act, shall accept responsibility for ensuring that these inspections are carried out.
- d) Warning lights and barricading components, which are damaged, disturbed, lost or stolen, shall be replaced and repositioned by the Contractor immediately at his own expense.

The Contractor shall comply with the COP, Section 3, save where the requirements of the code are varied by Portions 1 and 2 of the Project Specification.

Should the Contractor fail to provide adequate lighting, signing and barricading, or access to properties, or leaves the site in a dangerous condition, the Engineer shall be entitled to:

- i) Suspend all work under the Contract until, in the Engineer's opinion, the Contractor's obligations in these respects have been fulfilled.
- ii) Arrange for any emergency work to be carried out by some other agency and to deduct the cost of this work from any monies due to the Contractor

PSD 5.1.1.2 SAFEGUARDING OF EXCAVATIONS

Replace the reference in subclause (a) to the Machinery and Occupational Safety Act with the Occupational Health and Safety Act.

Add the following new subclause:

- g) Loose ground, materials, tools and appliances shall be kept clear of the edge of the excavations and a pathway, at least 0.30m wide, shall be left clear around such edge.
- h) The Contractor shall be solely and entirely responsible for maintaining excavations in a safe condition and his responsibility shall in no way be diminished by any instruction by the Engineer to take additional or improved protection or precautionary measures.

He shall be responsible for the design and installation of all shoring to comply with all safety regulations of the Occupational Health and Safety Act and, in addition, the provision of sufficient lateral support to avoid damage to adjacent structures, services or road surfaces. Shoring for the excavations shall be installed progressively as the excavations proceed.

No separate or additional payment shall be made for timbering and shoring, and allowance must be made for this work in the Schedule Rates for excavation. Timbering, shoring, etc., directed to be left in the excavations will be paid for at the scheduled rates.

PSD 5.1.2.2 DETECTION, LOCATION AND EXPOSURE OF EXISTING SERVICES

Delete the existing clause and replace with:

- a) The Contractor shall be responsible for establishing the position of all underground services. Where any underground services are shown on the drawings, the Contractor shall detect and locate such services and, if so ordered, he shall excavate by hand to expose the services in areas and in a manner and at a time agreed with the Engineer. The Council takes no responsibility for the accuracy of the information shown on the drawings in respect of underground services, nor for any omission.
- b) Where necessary, the Contractor shall employ the use of specialist equipment to locate underground services. If instructed to do so by the Engineer, he shall be paid for it from the Provisional Sum allowed for in the schedule of quantities.
- c) At least 14 (fourteen) days before commencing excavation to locate services under any Provincial / National Road / Municipal main road (road with metropolitan route number) / Transnet track / service of municipal department / other authority, the Contractor shall:
 - I. Arrange a site meeting with the authorities concerned and the Engineer to ascertain required precautionary measures.
 - II. Give written notice to the department / authority concerned and the Engineer of his intention to excavate.

Payment for this work will be made per linear meter of cut according to the scheduled depth range.

PSD 5.1.2.3 PROTECTION OF AND ALTERATION TO EXISTING SERVICES

Delete the existing clause and replace with:

The Contractor shall advise the Engineer at least 2 days in advance of the actual date on which he proposes to excavate near any trunk service.

If practical, the Contractor shall first locate the service using specialist equipment. He shall not excavate with mechanical equipment closer than 1m to the estimated position of any such service and shall, if ordered, expose the service by means of hand excavation of any such service and shall, if ordered, expose the service by means of hand carried out under proper supervision. The Contractor shall backfill excavations at services with approved material to the compaction density ordered.

PSD 5.1.2.4 NEGLIGENCE

Delete the existing clause and replace with:

When a service is damaged due to negligence on the part of the Contractor, he shall be liable for the cost of making good the damage and the Engineer shall deduct such cost from monies due to the Contractor.

PSD 5.1.4.3 EXCAVATED MATERIAL NOT TO ENDANGER OR INTERFERE

In addition to the existing clause, the following shall apply:

Where instructed by the Engineer or where the Works impose a danger to traffic, the Contractor shall remove excavated material off site to temporary stockpiles (approved by the Engineer) and return excavated material to site for use as backfill or bedding.

PSD 5.1.4.4 MAXIMUM LENGTH OF OPEN TRENCH

Add the following new clause:

Unless otherwise permitted, not more than the following length of trench shall be opened in advance, in any one place, of the completed pipeline that has been backfilled:

Water and storm water pipelines: 75m

Sewer pipelines: 75m

PSD 5.1.6 ROAD TRAFFIC CONTROL

In the 4th line of Subclause 5.1.6 amend "South African road traffic signs manual¹⁾" to read:

"Southern African Development Community: Road Traffic Signs Manual¹⁾ and Chapter 13: [Roadworks Signing] of the South African Road Traffic Signs Manual¹⁾",

and amend the footnote to read:

"¹⁾ Published by the Department of Transport, Pretoria."

Where traffic signals are required, they shall be provided and operated in accordance with the applicable requirements of the South African Road Traffic Signs Manual.

Where work is to be carried out while half of the roadway is closed to traffic, flagmen shall be provided and temporary road signs shall be erected, maintained, and operated in accordance with Drawing 4003 RDS 24.

** Drawing 4003 RDS 22: One-way traffic (signals).*

Add the following to the existing clause:

The Contractor shall tender a lump sum in the Schedule of Quantities for accommodating traffic during the duration of the Contract, which sum shall cover all his obligations in this regard, including but not limited to temporary barricades; the erection and re-erection of existing and /or temporary traffic signs; lights and flagmen for the guarding and protection of the Works; and for making all necessary arrangements with the applicable traffic authorities. Payment shall be made monthly pro-rata to the overall progress of the Works.

PSD 5.2 METHODS AND PROCEDURES

In addition to clauses SANS 1200 D 5.2.1, D 5.2.2, D 5.2.3 and D 5.2.4, the work shall be carried out in accordance with the COP, Section 4.

PSD 5.2.2.1 EXCAVATION FOR GENERAL EARTHWORKS AND FOR STRUCTURES

Unless otherwise instructed, the provision for working space in sub clause (c) shall be as follows:

- | | | |
|----|--|-------|
| a) | Where back shuttering of concrete is to be used: | 600mm |
| b) | For brickwork: | 150mm |
| c) | For precast concrete chambers: | 150mm |

PSD 5.2.2.3 DISPOSAL

Add the following:

All materials excavated or other, surplus to that required for the Works, shall be loaded, transported, tipped and spread at approved sites.

PSD5-2.4.2 TOPSOILING. (Subclause 5.2.4.2)

Topsoil shall be placed as directed in Subclause 5.2.4.2 on the faces of cut slopes and embankments and other flatter areas, as shown on the drawings or ordered by the Engineer, to a nominal thickness of 100 mm after light compaction.

PSD 5.2.4.7 FINAL FINISHING AND CLEARING UP

After completion of construction, including kerbing, storm water structures and bituminous surfacing, the site shall be cleaned of all loose stones, waste material, rubble and debris resulting from the operations of the Contractor.

Drainage structures, culvert inlets and outlets, culvert barrels and open drains shall be cleared of debris, soil, silt and other material.

The slopes of cuttings and fills, sidewalks, verges, medians and islands shall be trimmed to neat uniform slopes and the entire site left in a neat and workmanlike condition.

All temporary deviations shall be ripped and levelled off with the original ground surface in such a way that soil erosion is prevented. Any bituminous surfacing on deviations shall be removed and disposed of as directed by the Engineer.

The Contractor shall take care not to damage existing works during finishing and clearing up operations. Any damage to roads, kerbing and channelling, drains, cut and fill slopes and services caused by Contractor's final finishing and clearing up operations shall be repaired by the Contractor at his own cost to the satisfaction of the Engineer.

PSD 5.2.5.1 FREEHAUL

Delete the existing clause and replace with:

No overhaul will be paid under separate rates for this contract as the rates tendered for the supply and/or removal of material shall be deemed to include provision for all haulage of material.

ADD THE FOLLOWING SUB-CLAUSES TO CLAUSE 5:

PSD5-3 RECORDING OF ORIGINAL GROUND PROFILES

Before commencing any earthworks, the Contractor shall assist the Engineer in establishing the original ground levels in the area for record purposes.

PSD5-4 EXCAVATION OF HARD ROCK

The Contractor shall excavate hard rock by handheld rock breakers.

PSD 8 MEASUREMENT AND PAYMENT

PSD8.1.3 RESTRICTED EXCAVATION. (Subclause 8.1.3)

The provision of working space (see Subclause 8.3.5) will not be measured for payment. Notwithstanding the provisions of Subclause 8.1.3, the Contractor shall make his own allowance for the excavation of any working space required for formwork or other purposes. The rates for restricted excavation shall also cover the costs of providing working space. All restricted excavation will be measured to the net dimensions of concrete floor slabs or other dimensions ordered by the Engineer.

PSD8.3.3 EXCAVATION USING LABOUR INTENSIVE METHODS

(ref. PSD3.1.1)

Except that extra-over payment will only be made for pickable excavation, the terms of subclause 8.3.3 shall *mutatis mutandis* apply.

PSD 8.3.8.1 EXISTING SERVICES: LOCATION

In addition to the existing clause the following shall apply:

The unit of measurement for excavation by hand in soft material to expose underground services shall be the number of services exposed, and the tendered rate shall include for cutting and removal of premix or removing other surfacing

where necessary, excavating, shoring, protection of services, backfilling and compaction. Reinstatement of road and other services will be measured and paid for separately.

Where the Contractor is required to use specialist equipment to locate underground services, the use of such equipment shall be paid for on the basis of invoiced cost plus percentage profit tendered for the item to allow for handling costs and profit, from the Provisional Sum(s) included in the Schedule of Quantities for that purpose.

PSD8.3.10 TOPSOILING. (Subclause 8.3.10)

Top soiling will be measured by surface area covered.

The rate for top soiling shall cover the cost of loading, hauling, spreading to a thickness of 100 mm, compacting and making suitable provision to avoid the topsoil slipping down the slopes of embankments and cut slopes, all to the approval of the Engineer.

8.3.10)

PSD8.3.10 REINSTATE KERBING, CONCRETE SLABS, ETC. (Subclause

The item will be measured in the unit scheduled. Payment will be additional to that for excavation covered by clauses 8.3.2 and 8.3.3.

The rate shall cover the cost of temporary accommodation of traffic (including the signs and bypasses), excavation (including the equipment that is required to break up, remove and, if necessary, stockpile the original surface material or item), and subsequently of reinstatement and shall include the cost of delays and the cost of any risk of having to repair damage.

SANS 1200 DB: EARTHWORKS (PIPE TRENCHES)

PSDB 3 MATERIALS

PSDB3-6 PROPERTIES OF MATERIALS FOR REINSTATEMENT OF EXISTING ROAD LAYERS.

(Subclause 3.6)

The materials used in the reinstatement of existing road layers shall comply with the following physical properties:

- | | |
|---------------------------|---|
| a) Subbase: | PI maximum 10.
CBR at least 45% at 95% of MAMDD. |
| b) Base: | PI maximum 6.
CBR at least 80% at 98% of MAMDD. |
| c) Surfacing: | Asphalt surfacing as specified in Subclause 3.6.4. |
| d) Gravel wearing course: | PI maximum 14 but not less than 10.
The size of the aggregate shall not exceed 40 mm.
CBR at least 45% at 95% of MAMDD. |

PSDB3-7 SELECTION. (Subclause 3.7)

(Ref PSDB8-2, PSDB8-6)

Notwithstanding Subclause 3.7, in terms of which the Contractor has a choice regarding methods of selection, the Contractor is required to use selective methods of excavation. The Contractor shall selectively remove and keep separate the sandy material from unsuitable material and place it adjacent to the trench for reuse as backfill, selected fill, selected granular material or for other use as ordered by the Engineer.

Material which, in terms of Subclause 6.2 of SANS 1200 D or Subclause 6.1 of SANS 1200 LB, is too wet for immediate use in the trench (but which is otherwise suitable) will not be regarded as "unsuitable" material and, if so ordered by the Engineer, the Contractor shall spread such material in a suitable area until it has dried sufficiently for later use. Should the material which is replaced in the trench become too wet again, due to the fact that the Contractor made insufficient provision for the

handling and removal of groundwater in accordance with Subclause 5.5 of SANS 1200 A, the Contractor shall replace the material at his own cost with material which is, in the opinion of the Engineer, suitable.

When preparing his programme and construction methods, the Contractor shall make allowance for selective excavation and the handling and drying out of material which is too wet for immediate use.

PSDB 4 PLANT

PSDB 4.1 EXCAVATION EQUIPMENT

Add the following to the existing clause:

The Contractor shall select trenching plant that ensures compliance with the trench widths specified in clause DB 5.2 or as scheduled. If trenches exceed the specified width the Contractor shall be liable for the cost of any thicker pipes or more expensive bedding which may be required as a result of the additional trench width.

PSDB 5 CONSTRUCTION

PSDB 5.1.3 ACCOMMODATION OF TRAFFIC AND ACCESS TO PROPERTIES

Delete the existing clause and replace with:

The Contractor shall comply with the requirements of the COP, Section 3.

PSDB 5.1.4 EXISTING SERVICES THAT INTERSECT OR ADJOIN TRENCHES

In addition to the existing clause, the following shall apply:

Where it is necessary for a sewer to pass under existing services, the Contractor shall carefully excavate and refill around them. During the course of the work, the services shall be adequately supported to the satisfaction of the Engineer. Any damage shall be reported without delay. Depending on the nature of the service damaged, the Engineer will rule whether the damage shall be made good by the Contractor or whether the owner of the service will be called upon to repair it on the Contractor's behalf. In any event, the cost of the repair work shall be for the Contractor's account.

PSDB 5.2 MINIMUM BASE WIDTHS SPECIFIED

Delete "minimum" and "not less than" throughout this clause:

The specified trench width shall be strictly adhered to. Should the excavated trench width exceed the specified width adjacent to and for 300mm above the barrel of the pipe, remedial measures shall be directed and shall be provided at the Contractor's cost, unless it can be shown that such excess width is due to factors beyond the Contractor's control.

PSDB 5.4 EXCAVATION

In addition to the existing clause, the following shall apply:

Pipe trenches shall be excavated in lengths not exceeding 100m for sewer pipelines, unless otherwise approved by the Engineer. Work shall be carried out in accordance to SANS 1200 D Clause 5.1.4.

In the open veld the Contractor shall limit the length of trenches open, at any time, to a maximum of 1 250 m or between fence crossings, whichever is the smaller.

Within the residential areas the length of trench open at any one time shall not exceed 100 m per pipe-laying team.

If the lack of space near existing houses, structures, fences or services restrict the use of normal vehicles, or where trench excavations in hard rock material cannot be done by means of blasting, the excavation shall be carried out by other methods.

Where steep slopes (steeper than 1:4), the lack of unobstructed space or the proximity of existing services prohibits the use of a 55 kW back-acting excavator for trench excavation, the Engineer may order or permit the use of hand excavation (Ref PSDB8-5).

PSDB 5.5 TRENCH BOTTOM

Delete the existing clause and replace with:

Unless if they are in undisturbed, neatly trimmed, fine in-situ material, trench bottoms shall be compacted to 90% modified AASHTO density by means of power-driven plant.

The Contractor shall maintain the floors of completed trenches in good condition. Floors softened or eroded through stormwater, seepage water or otherwise, shall be rectified by removal of the softened material and its replacement with approved material firmly compacted in layers not exceeding 0,1m in compacted thickness or with 10 MPa concrete where directed, at the Contractor's cost.

Accurately located recesses shall be cut into the bedding cradle or trench bottom to accommodate pipe joints and such recesses shall be properly shaped and sized to enable jointing to be carried out without difficulty. Recesses for joints shall have a clear space of not less than 75mm below the pipes.

The placing of hardcore or concrete screed shall be entirely at the Contractor's cost in any section of the work where softening of floors has been due to the method of excavation or inadequate provision for drainage.

Bad or waterlogged ground in trenches shall be excavated and replaced with hardcore filling, a hardcore base and/or a 20 MPa concrete screed as directed.

- a) Hardcore filling shall consist of 75 – 150mm stone well rammed and compacted in areas where soft or saturated sections of the trench bottom had to be removed, to form a stable working platform for the pipe bedding. (Rock filling).
- b) Hardcore base shall consist of 50 – 75mm stone laid and compacted across the full width of the trench as part of the pipe bedding where required, especially in waterlogged trench bottoms.

The cost of the preparation of trench bottoms shall be included in the scheduled rates for excavation.

Approved granular material imported to the site, or hardcore base, hardcore filling or concrete screed, used on trench floors will be paid for separately.

PSDB 5.6.1 GENERAL

Insert the following after the first paragraph:

Trenches affecting traffic shall be backfilled level with adjacent surfaces immediately after completion of pipe laying and successful testing. Should the pipe laying not be completed before work is due to cease for the day, the Engineer shall be entitled to instruct the Contractor to backfill the trench and re-excavate it the following day in order to complete pipe laying. The cost of the above activity shall be included in the Contractor's rates for excavation.

Buttresses left in soft ground to support the sides of trenches of headings for access to properties shall be broken down during the backfilling and compaction.

Simultaneously with the backfilling of a branch pipeline trench, backfilled material in the main pipeline trench shall be stepped or raked back and compacted in layers not exceeding 0,30m compacted thickness.

PSDB 5.6.3 &

PSDB 5.6.4 DISPOSAL OF SURPLUS OR UNSUITABLE EXCAVATED MATERIAL

Delete the existing clauses, and replace with the following:

Excavated material from the trench that is unsuitable or has become surplus because of bulking, displacement by the pipe and importation shall be disposed of in accordance with Clause PSC 3.1. The Contractor's attention is drawn to SANS 1200 D 5.2.2.3 and PSD 5.2.2.3 in this regard.

The prior approval of the Engineer must be obtained before surplus material may be deposited, spread and levelled at agreed sites within the area of the works.

PSDB 5.7.2 AREAS SUBJECTED TO TRAFFIC LOADS

The requirements of Clause 5.7.2 shall apply only to pipes and sleeves crossing streets or paved areas and pipes running parallel to the road as described below. Only streets or roads required to be constructed to line and level will be classified as such in terms of this clause.

All service trenches running parallel to the road of which the roadside edge of the trench is located less than 1.4m away from the edge of the travelled way, will be subject to the requirements for the above-mentioned clause.

The measurement and payment will apply to the full trench width. Pipes and sleeves crossing streets or paved areas will be measured and paid for to a length equal to the width of road or length of pavement crossed plus 1.4m either side of the travelled edges.

Compaction of other pipe trenches running parallel to the roadway shall be considered areas subject to traffic loads only where instructed by the Engineer in writing. The volume will be computed from the minimum base determined in accordance with Sub-Clause 5.2 and the depth from the top of the backfill to the top of the bedding as specified in Sub-Clause 8.3.3.1.

PSDB 5.8 CONSTRUCTION IN HEADINGS

In addition to the existing clause the following shall apply:

Generally, in soft material the buttresses and portions of ground left for the purpose of supporting the sides of the trenches or headings providing access to private properties, shall be broken down as the backfilling and compaction proceeds.

Where excavation for sewer connections are backfilled, after the main backfilling, the materials in the latter shall be stepped or raked back and compacted in 300mm layers, simultaneously with the refilling of the sewer connection excavation.

PSDB 5.9.2 REINSTATEMENT – PRIVATE PROPERTY AND COMMONAGE

Delete existing clause and replace with the following:

Restoration of servitudes, parks, unpaved roadways and sidewalks, etc., shall be with the same type of surfacing and to at least the same standard and conditions as existed before excavation took place.

Grass sods shall be neatly cut from grassed areas to be excavated and shall be preserved and kept damp until they can be replaced during the reinstatement. All other material to be used for reinstatement shall be suitably stored for such purpose.

The schedule rates for excavation shall include for the reinstatement of unpaved areas.

Any settlement below original ground level that occurs during the execution of the Contract or the Defects Liability Period shall be made good by the Contractor within a reasonable period as determined by the Engineer.

C3.3 LIST OF DRAWINGS

Drawings for construction and project implementation will have the following information.

Project	Drawing No.	Drawing Title	Rev.
J292	J292-CIV-100	General Layout	A
J292	J292-CIV-110	Platforms Layout Drawing and Sections AA-FF	A
J292	J292-CIV-120	Platforms Layout Drawing ana Sections GG	A
J292	J292-CIV-130	Roads 1, 3 and 4 Long sections and Layouts	A
J292	J292-CIV-140	Roads 2 and 5 Long section and Layouts	A
J292	J292-CIV-150	Roads 6 Long section and Layouts	A
J292	J292-CIV-160	Road 1 Cross sections CH0-CH0.121	A
J292	J292-CIV-170	Road 2 Cross sections CH0-CH0.340	A
J292	J292-CIV-180	Road 2 Cross sections CH0.340- CH0.580	A
J292	J292-CIV-190	Road 3 Cross sections CH0-CH0.280	A
J292	J292-CIV-200	Roads 4, 5 and 6 Cross-Sections.	A
J292	J292-CIV-210	Stormwater Pipe Bedding Details	A
J292	J292-CIV-220	Typical Details for Wingwalls and Headwalls for Stormwater Inlets and Outlets.	A
J292	J292-CIV-230	Stormwater System Design and Catchment Layout	A
J292	J292-CIV-240	Stormwater Typical Details Inlet, Outlet and Channel	A
J292	J292-CIV-250	Stormwater Manholes Typical Details	A
J292	J292-CIV-260	Stormwater Field Inlet Typical Details	A
J292	J292-CIV-270	Sewer Design and Layout	A
J292	J292-CIV-280	Sewer Standard Details	A

J292	J292-CIV-290	Sewer Standard Details	A
J292	J292-CIV-300	Water Layout and Typical Details	A
J292	J292-CIV-310	Combined Services Layout	A
J292	J292-CIV-320	Sign Board Detail	A
J292	J292-CIV-330	TYPICAL PAVEMENT DESIGN	A
J292	J292-STR-04-02-01	ABLUTIONS BLOCK FOUNDATION AND SURFACE BED DETAILS	B
J292	J292-STR-04-02-02	ADMIN BLOCK FOUNDATION AND SURFACE BED DETAILS	B
J292	J292-STR-04-02-03	GUARD HOUSE FOUNDATION AND SURFAC BED DETAILS	B
J292	J292-STR-04-02-04	ENTRANCE CANOPY FOUNDATION LYT AND DETAILS	B
J292	J292-STR-04-02-05	SIGNAGE WALL FOUNDATION LYT AND DETAILS	B
J292	J292-STR-04-04-01	ENTRANCE CANOPY STRUCTURAL STEEL LAYOUT-FDN AND ROOF	B
J292	J292-STR-04-04-02	ENTRANCE CANOPY STRUCTURAL STEEL SECTION – FOUNDATION & SURFACE BED DETAILS	B
J292	J292-STR-04-04-03	CARPORT LAYOUT AND DETAILS	B
J292	J292-STR-N-00-01	STRUCTURAL NOTES	A

ITEM No	Drawing No.	Drawing Title	Rev.
1.	J292-ARC-142/000	SITE PLAN & AREA SCHEDULE	AK
2.	J292-ARC-142/010	SITE PLAN WITH BUILDINGS	AK
3.	J292-ARC-142/020	LANDSCAPE LAYOUT	AK
4.	J292-ARC-142/100	ABLUTION PLANS	AK
5.	J292-ARC-142/110	ADMIN PLANS	AK
6.	J292-ARC-142/120	GUARDHOUSE PLANS	AK
7.	J292-ARC-142/200	ABLUTION SECTIONS	AK

8.	J292-ARC-142/210	ADMIN SECTIONS	AK
9.	J292-ARC-142/220	GUARDHOUSE SECTIONS	AK
10.	J292-ARC-142/300	ABLUTION ELEVATIONS	AK
11.	J292-ARC-142/310	ADMIN ELEVATIONS	AK
12.	J292-ARC-142/320	GUARDHOUSE ELEVATIONS	AK
13.	J292-ARC-142/400	ABLUTION WINDOW & DOOR SCHEDULE	AK
14.	J292-ARC-142/410	ADMIN WINDOW & DOOR SCHEDULE	AK
15.	J292-ARC-142/420	GUARDHOUSE WINDOW & DOOR SCHEDULE	AK
16.	J292-ARC-142/500	ELECTRICAL LAYOUT & WATER RETICULATION	AK
17.	J292-ARC-142/600	ABLUTION PERFORATED WALL DETAILS	AK
18.	J292-ARC-142/610	GENERAL NOTES	AK
19.	J292-ARC-142/620	FINISHING SCHEDULE	AK



METSIMAHOLO LOCAL MUNICIPALITY

BID NO MLM 20/2022/23

RECOMMENCEMENT CONSTRUCTION OF AMELIA CEMETERY

C3.4 Particular Specifications

C3.4.1 HIV/AIDS REQUIREMENTS

C1001 SCOPE

This specification contains all requirements applicable to the Contractor for creating HIV/AIDS awareness amongst all of the Workers involved in this project for the duration of the construction period, through the following strategies:

- Raising awareness about HIV/AIDS through education and information on the nature of the disease, how it is transmitted, safe sexual behaviour, attitudes towards people affected and people living with HIV/AIDS, how to live a healthy lifestyle with HIV/AIDS, the importance of voluntary testing and counselling, the diagnosis and treatment of Sexually Transmitted Infections and the closest health Service Providers.
- Informing Workers of their rights with regard to HIV/AIDS in the workplace.
- Providing Workers with access to condoms and other awareness material that will enable them to make informed decisions about sexual practices.

C1002 DEFINITIONS AND ABBREVIATIONS

a) Definitions

Service Provider: The natural or juristic person recognised and approved by the Department of Public Works as a specialist in conducting HIV/AIDS awareness programs.

Service Provider Workshop Plan: A plan outlining the content, process and schedule of the training and education workshops, presented by a Service Provider which has been approved by the Representative/Agent.

Worker: Person in the employ of the Contractor or under the direction or supervision of the Contractor or any of his Sub-contractors, who is on site for a minimum period of 30 days in all,

b) Abbreviations

HIV : Human Immunodeficiency Virus

AIDS : Acquired Immune Deficiency Syndrome

STI : Sexually Transmitted Infection

C1003 BASIC METHOD REQUIREMENT

The Contractor shall, through a Service Provider, conduct onsite workshops with the Workers.

The Service Provider shall develop and compile a Service Provider Workshop Plan to be presented at the workshops and which will be best suited for this project to achieve the specified objectives with regard to HIV/AIDS awareness.

The Service Provider Workshop Plan shall be based on the following information provided by the Contractor:

- Number of Workers and Sub-contractors on site
- When new Workers or Sub-contractors will join the construction project
- Duration of Workers and Sub-contractors on site
- How the maximum number of Workers can be targeted with workshops.
- How the Contractor prefers workshops to be scheduled, e.g., three hourly sessions per Worker, or one 2.5-hour workshop per Worker
- Profile of Workers, including educational level, age and gender (if available)

- Preferred time of day or month to conduct workshops.
- A Gantt chart reflecting the construction programme, for scheduling of workshops.
- Suitable venues for workshops

The Contractor shall submit the Service Provider Workshop Plan for approval within 14 days after the Commencement Date. After approval by the Representative/Agent, the Contractor shall make available a suitable venue that will be conducive to education and training.

The Service Provider Workshop Plan shall address, but will not be limited to the following:

- a) The nature of the disease.
- b) How it is transmitted.
- c) Safe sexual behaviour.
- d) Post exposure services such as voluntary counselling and testing (VCT) and nutritional plans for people living with HIV/AIDS.
- e) Attitudes towards other people with HIV/AIDS.
- f) Rights of the Worker in the workplace.
- g) How the Awareness Champion will be equipped prior to commencement of the HIV/AIDS awareness programme with basic HIV/AIDS information and the necessary skills to handle questions regarding the HIV/AIDS awareness programme on site sensitively and confidentially.
- h) How the Service Provider will support the Awareness Champion.
- i) Location and contact numbers of the closest clinics, VCT facilities, counselling services and referral systems;
- j) How the workshops will be presented, including frequency and duration;
- k) How the workshops will fit in with the construction programme;
- l) How the Service Provider will assess the knowledge and attitude levels of attendees to structure workshops accordingly;
- m) How the video will be used;
- n) How the Service Provider will elicit maximum participation from the Workers;
- o) A questions and answers slot (interactive session)

The Service Provider Workshop Plan shall encompass the Specific Learning Outcomes (SLO) as stipulated.

C3.4.2 OCCUPATIONAL HEALTH AND SAFETY

D1001 GENERAL

a) Tender Document

This document is the pre-contract Health and Safety Specification which must be used by the Principal Contractor and Sub Contractors appointed by the Principal Contractor to compile Health and Safety Plans for this project and forms part of the tender documentation.

The Principal Contractor and Sub Contractors' particular attention is drawn to paragraph 2 of this specification whereby

"Upon award of the contract, the contractor is to assume and adopt the function and duties of the Principal Contractor as set out in the Construction Regulations 2003 No. R. 1010 promulgated 18 July 2003."

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

b) Principal Contractor

The successful Tenderer will on signing of the contract for: **CONSTRUCTION OF ZAMDELA (IN AMELIA) CEMETERY**; be required to fulfil the function and duties of the Principal Contractor as set out in the Construction Regulations 2003 No. R. 1010 promulgated 18 July 2003.

c) Start of Construction Phase

The construction phase shall not commence until the Principal Contractor's Health and Safety Plan was considered and approved by the Client / Client's Agent and Design Team. The Client / Client's Agent shall discuss and negotiate with the Principal Contractor the contents of the Health and Safety Plan submitted by the Principal Contractor before finally approving it for implementation.

The construction phase shall not commence until written permission is received from the Client / Client's Agent. In this respect the Client / Client's Agent may rely on the advice of the Design Team as to the adequacy and comprehensiveness of the Plan offered by the Principal Contractor.

In preparing their detailed Health and Safety Plan based on the relevant sections of this Health and safety Specifications supplied to them by the Client, Client's Agent, contractors must allow for the adoption of safe working procedures and co-ordinate and rationalize activities to avoid controllable hazards arising due to clashes of activities.

d) Sub-Contractors, Suppliers & Designers

The Principal Contractor shall ensure that all direct appointments in connection with this project include provisions for the compliance of his sub-contractors, suppliers and designers, etc, with the relevant provision of the Occupational Health and Safety Act (Act 85 of 1993) and its Regulations, in particular the Construction Regulations 2003 No. R. 1010 promulgated 18 July 2003.

D1002 INFORMATION REQUIREMENTS

The contractor must provide the following information.

a) **General**

- The Principal Contractor / Sub-Contractor shall have an OHS Policy in accordance with the OHS (Occupational Health and Safety Act, Act 85 of 1993) and include a copy of the Policy in the Health and Safety Plan to be submitted by the Principal Contractor / Sub-Contractor.
- The Principal Contractor / Sub-Contractor shall promptly display a copy of the Company's OHS Policy on the OHS Notice Board for the duration of the contract and include it into information provided to persons at the contract OHS induction.
- The Principal Contractor shall develop a Contract specific OHS Management Commitment Statement based on the Company's OHS Policy.
- The Principal Contractor's Managing Director shall sign the Commitment Statement and prominently display a copy on the OHS Notice Board for the duration of the contract. A copy of the Commitment Statement shall be included in information provided to persons at the Contract OHS induction and a copy shall also be supplied to each sub-contractor.

b) **Health and Safety Plan**

The Principal Contractor / Sub-Contractor shall develop a Health & Safety Plan to reflect variations in design or changes in site conditions and liaise with the Client /Client's Agent.

The Principal Contractor shall develop this Health and Safety Plan so that it:

- Incorporates the contractor's approach to managing the construction work to ensure the health and safety of all persons carrying out the construction work and all persons who may be affected by their work.
- Includes the risk assessments prepared by all Contractors under their duties set out in the Construction Regulations 2003 and any other relevant legislation (i.e. the OHS Act and Regulations, etc).
- Includes the arrangements for ensuring that, where appropriate or specifically requested, all Contractors / Sub-Contractors prepare suitable and sufficient method statements for their construction works which incorporate adequate measures for ensuring the health and safety of all persons who may be affected by these works.
- Incorporates the common arrangements for site safety, statutory notices and registers etc.
- Includes the site rules to be adopted for controlling the risks to health and safety during the construction phase(s) or the project.
- Includes reasonable arrangements for monitoring compliance with health and safety legislation and site rules.
- Includes reasonable measures to ensure co-operation between all Contractors and Sub-Contractors in respect of health and safety provisions and prohibitions.
- Includes the steps to be taken to ensure that only authorised persons are allowed into any premises or parts of the site / premises where construction work is being carried out.
- Includes arrangements for emergency procedures.
- Includes arrangements for ensuring that, so far as is reasonably practicable, every Contractor and Sub-Contractor is provided with comprehensible information about the risks to health and safety of that Contractor / Sub-Contractor, or of any employees or other persons under their control, arising out of the construction works, including the emergency procedures
- Includes details of the arrangements for ensuring, so far as is reasonably practicable, that the employees or other persons under the control of any Contractor / Sub-Contractor, and

any visitors to the site, receive adequate information about the risks to their health and safety arising out of the construction works and, where necessary, adequate training to carry out their work in a safe and healthy manner.

- Includes arrangements for providing all persons at work on the site and visitors to the site with the opportunity and means of discussing and offering advice on health and safety issues relating to the construction works.
- Includes arrangements for the reporting of any accidents, injuries or dangerous occurrences, including conforming to the statutory requirements.
- Can be modified as the work proceeds to take account of any information received from Contactors / Sub-Contractors, any experience gained during the course of the project or any changes necessary as a result of unforeseen circumstances or alterations to the design.

c)

Cost

A detailed breakdown of costs allowed in the contractor's tender for preparing, managing, implementing and monitoring the Health and Safety Plan, and for complying with the requirements imposed on the Principal Contractors under the Construction Regulations of 2003(No. R. 1010 Promulgated 18 July 2003).



METSIMAHOLO LOCAL MUNICIPALITY

BID NO: MLM 20/2022/23

RECOMMENCEMENT CONSTRUCTION OF AMELIA CEMETERY

PART C4: SITE INFORMATION

C4 SITE INFORMATION

C4.1 INTRODUCTION

C4.1.1 Disclaimer

Amongst others, this document sets out the results and conclusions derived from various investigations and tests done on natural materials encountered along and in the general vicinity of, as well as the project areas.

The results of these investigations are given in good faith and there is no guarantee that these results are entirely representative of all the materials and conditions that may be encountered, the intention being to give an indication of the materials and conditions most likely to be encountered.

The results of various tests carried out on materials taken from possible sources are given in good faith and there is no guarantee that the results are entirely representative of all the materials available nor that the estimated quantities of materials are correct, the intention being to give an indication of the materials most likely to be obtained from each source.

No responsibility for any consequence arising from variations between the actual material properties and those indicated in this document will be accepted.

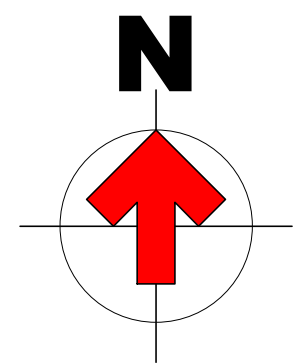
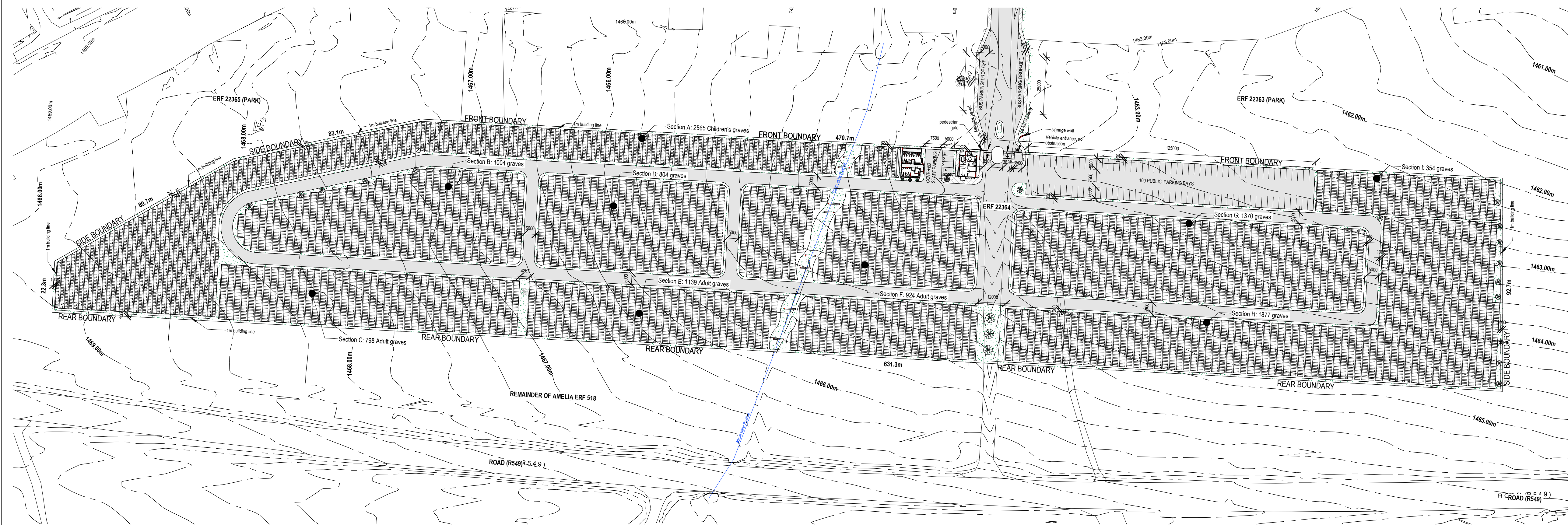
The specifications and contract drawings shall always overrule this section of the contract document.

C4.2 GENERAL DESCRIPTION

C4.2.1 Location description

The cemetery is located off the R549 which can be accessed via the R57 with the following approximate coordinates 26°51'58.19"S and 27°53'58.55"E. Figure C.4.2.1 below shows the location of the proposed site (Erven 22364) in relation to the access roads.

FIGURE C4.2.1 – SDP PLAN OF AMELIA



1 Site Plan with buildings
1 : 1000

AREA SCHEDULE:	
TOTAL SITE AREA	53 873.54m ²
ERF NO:	22364
Building Lines:	1m all boundaries
Guard House	9.8m ²
Admin Block	63.5m ²
Public Ablutions	67.6m ²
Total Area	140m ²
F.A.R:	0.002
Coverage:	0.26%
PERIMETER LENGTH	1389.73m
PARKING:	
Bus parking bays	4
Covered staff parking bays	4
Public parking bays	100
Total parking bays	108
GRAVEYARDS:	
Adults	8270 (76%)
Children	2565(24%)
Total	10 835

GENERAL NOTES
1) The design of this drawing is copyright and remains the property of The Architectural firm / Professional on record
2) Quality of all materials and workmanship to comply with the relevant S.A.B.S
3) The contractor is responsible for the correct setting out of works, all external and internal walls with particular reference to boundaries, building lines, etc where relevant.
4) Contractor to verify all levels,heights and dimensions on site and to check the same against the drawings before putting any work in hand.
5) Contractor to ensure that all details shown on this drawing are in compliance with local authority by-law and regulations.
6) Contractor to locate and identify existing services on site and protectthese from damage throughout the duration of work.
7) Contractor to build in all dpc's to all external walls at each floor level.
8) All relevant details, levels and dimensions to be checked on site prior to commencement of work. Any Discrepancies to be brought to the attention of The Architectural firm / Professional on record
9) The Architectural firm / Professional on record accepts no responsibility for errors resulting from misinterpretation of the drawings.
10) All dimensions are given in millimetres
11) This drawing is not to be scaled.
12) Use figured dimenions at all times!
13) Drawings to be read in conjunction with the engineers drawings and with the services drawings



2 Ablutions



4 Guard house



3 Admin

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 4. The Contractor is referred to the Standard Guidlines for Quality Control issued by this office for all minimum requirements for workmanship and materials. this document is to be used in conjunction with this drawing.
 5. Any errors, discrepancies or omissions are to be reported to the Architect immediately.
 6. Contractor is to build in Approved D.P.C's whether or not these are shown on drawings, to all external walls at each floor, beam or parapet level and to all windows, doors, grilles or other opening in external walls. Cavity walls to have stepped D.P.C'S.
 7. Any queries arising from al the above must be reported to the Architecs for clarification before any work is put in hand.
 8. Do not scale this drawing; refer to figured dimensions only.

REFERENCE DRAWINGS

DWG NUMBER	DESCRIPTION

REVISIONS

NO.	DATE	BY	DESCRIPTION
G	23-06-21	M.P	SDP
H	25-06-21	M.P	SDP WITH BUILDING
I	26-06-21	M.P	
J	02-07-21	M.P	

CLIENT



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Fax: +27 16 973 2191

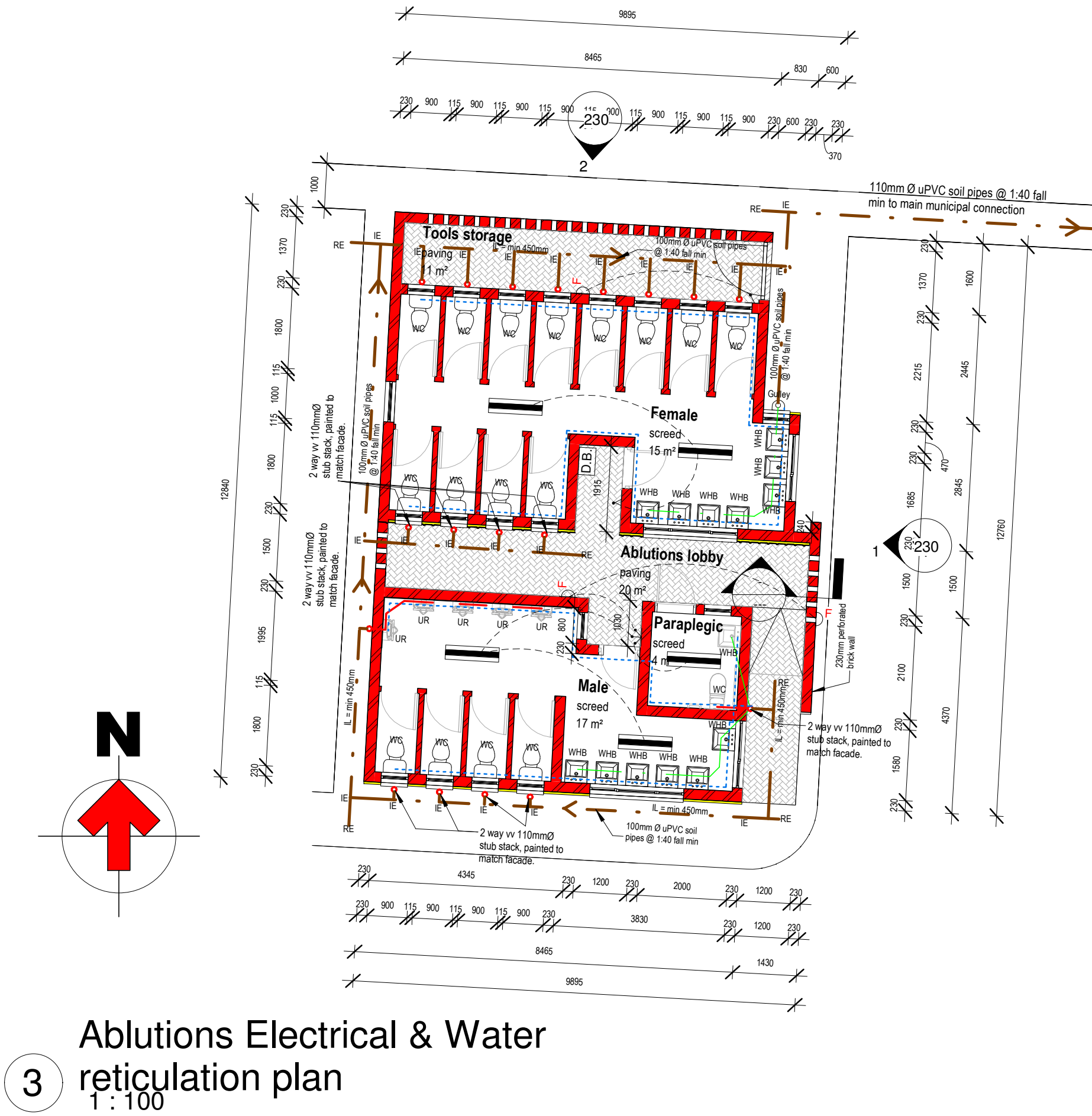
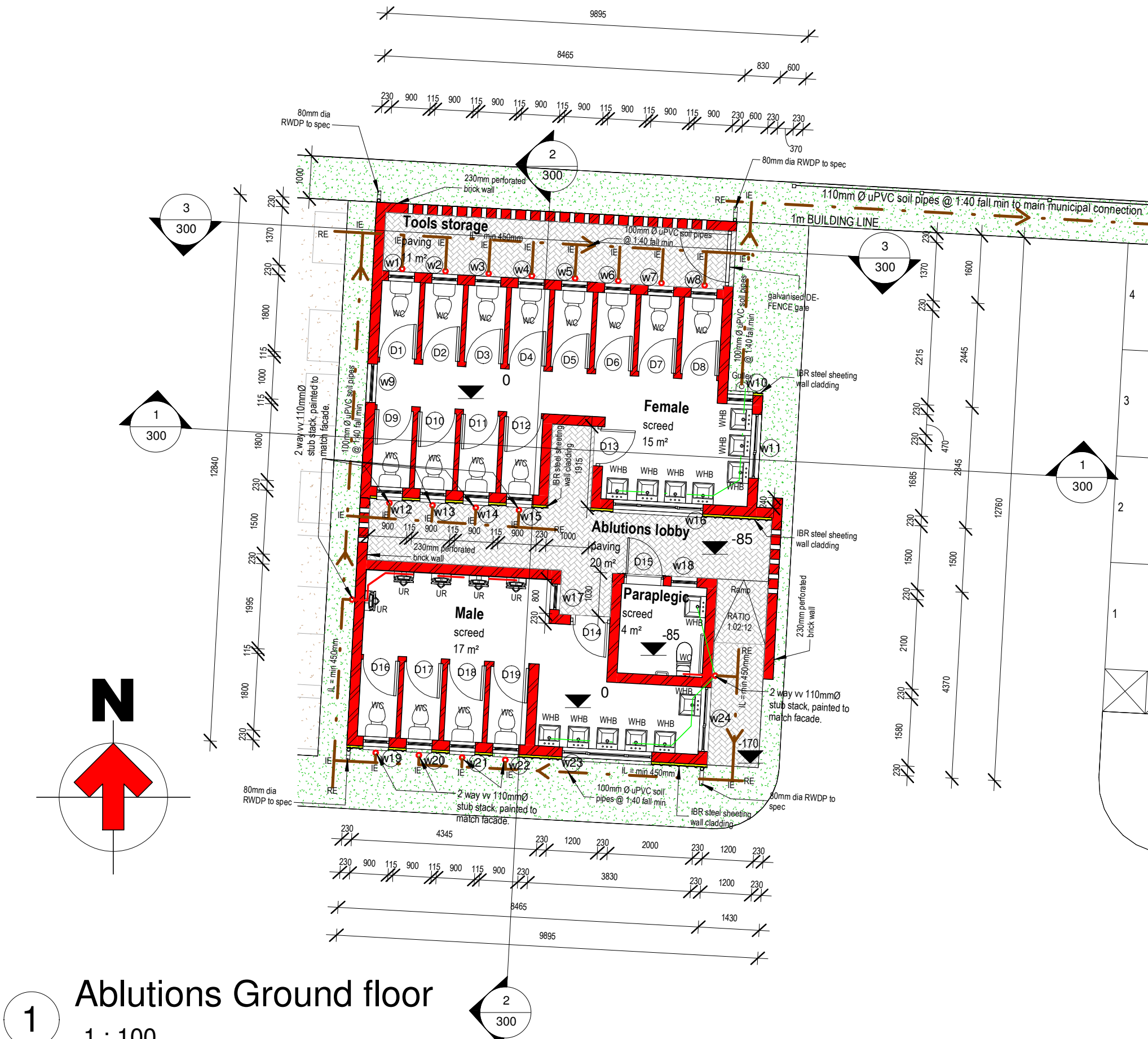
PROJECT TITLE

AMELIA CEMETERY

DRAWING TITLE

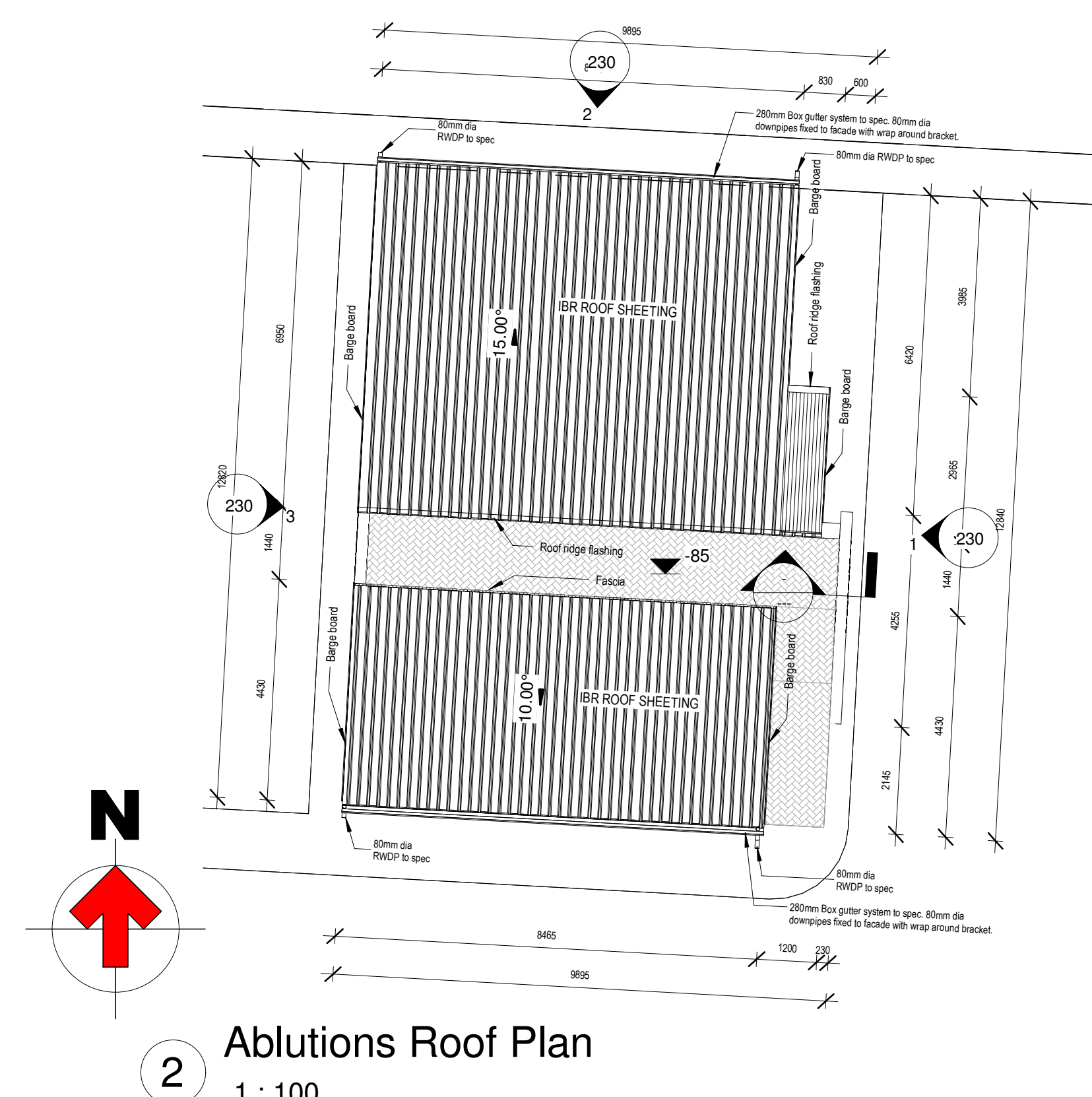
SITE PLAN WITH BUILDINGS

SCALE	PAPAER	DESIGNED
1:1000	A1	M.P
		DRAWN
		M.P
PROJECT STATUS	APPROVED	
APPROVAL		M.P
DRAWING NUMBER	J292-ARC-142/010	REVISION
		AK

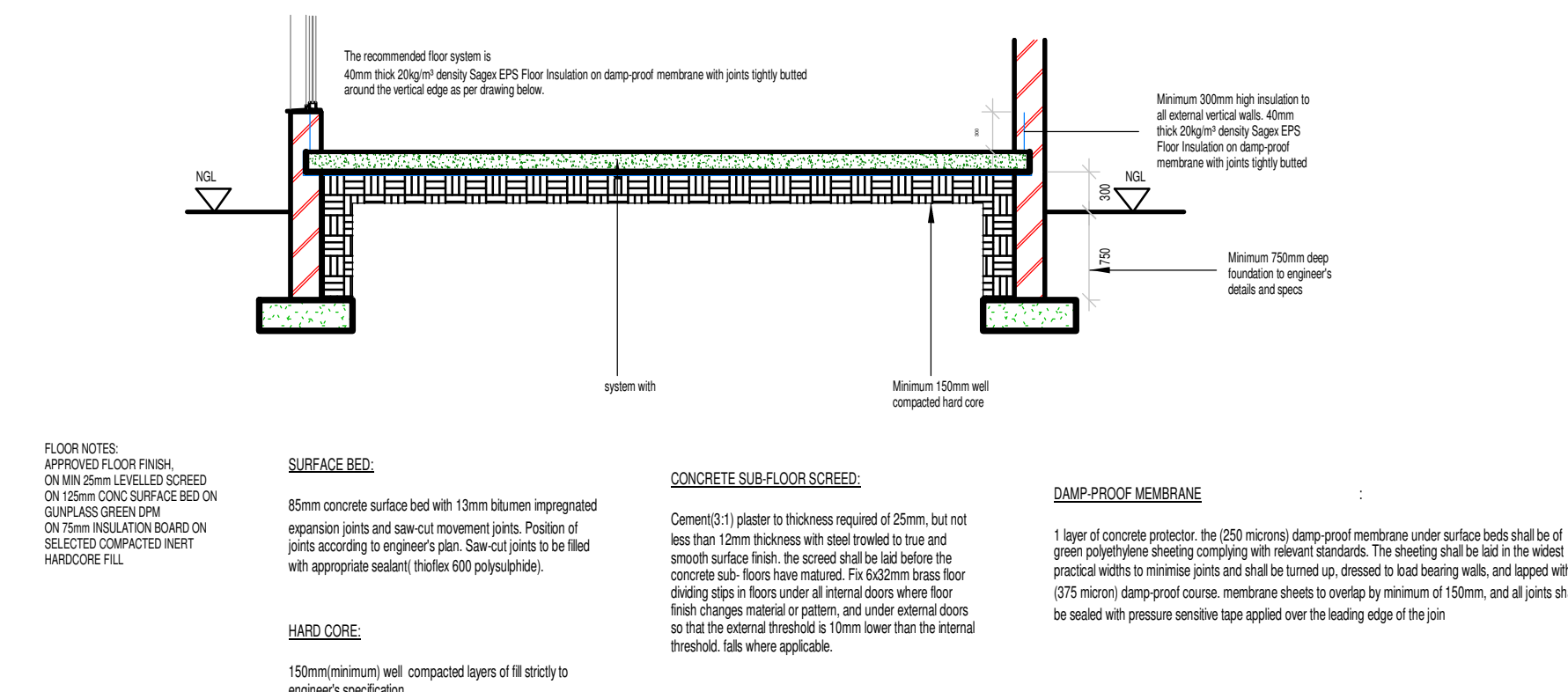


STEEL SHEETING ROOF NOTE:
box rib IBR roof sheeting, fixed to 38x38 SA Pine timber purlins @ 400mm centres on SA pine grade 6 prefabricated trusses @ 760mm centres 38x114mm SA Pine wall plate, all in accordance with the manufacturer's specifications. Wall plate to be tied down with roof wires threaded through 7 courses of brickwork. Provide plastic underlay and sisilation insulation.

GUTTER NOTE:
RHEINZINK®-Gutter System consisting of 280mm (127mm diameter) halfround gutter, fixed with gutter brackets. 80mm diameter downpipes fixed to facade with wrap around bracket. All necessary accessories like plug-in outlets, gutter corners, gutter endcaps, expansion joints etc. have to be RHEINZINK® gutter system components.



ELECTRICAL LEGEND	
	Single Switch Wall Mounted
	Double Switch Wall Mounted
	Triple Switch Wall Mounted
	TV Point.
	Intercom Connection.
	Double 15 AMP Wall Plug @ 300mm above FFL.
	Double 15 AMP Wall Plug @ 150mm above FFL.
	Single 15 AMP Wall Plug @ 300mm above FFL.
	Double 15 AMP Pop Up @ Counter Level.
	International Plug point @ 1200mm above FFL.
	Stove Plug
	Ceiling Mounted Downlight.
	Open channel Double LED Fluorescent light.
	LED Wall Light.
	External Wall Light.
	External Garden Lights.
	Geyser.
	SABS Approved Distribution Board.
	Chandelier/Pendant Light Fitting.
	Weather Proof (Outside) Wall Plug Point.



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I	26-06-21	M.P	
J	02-07-21	M.P	

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Metsimaholo Municipality
P.O. Box 60, Sasolburg, 1947

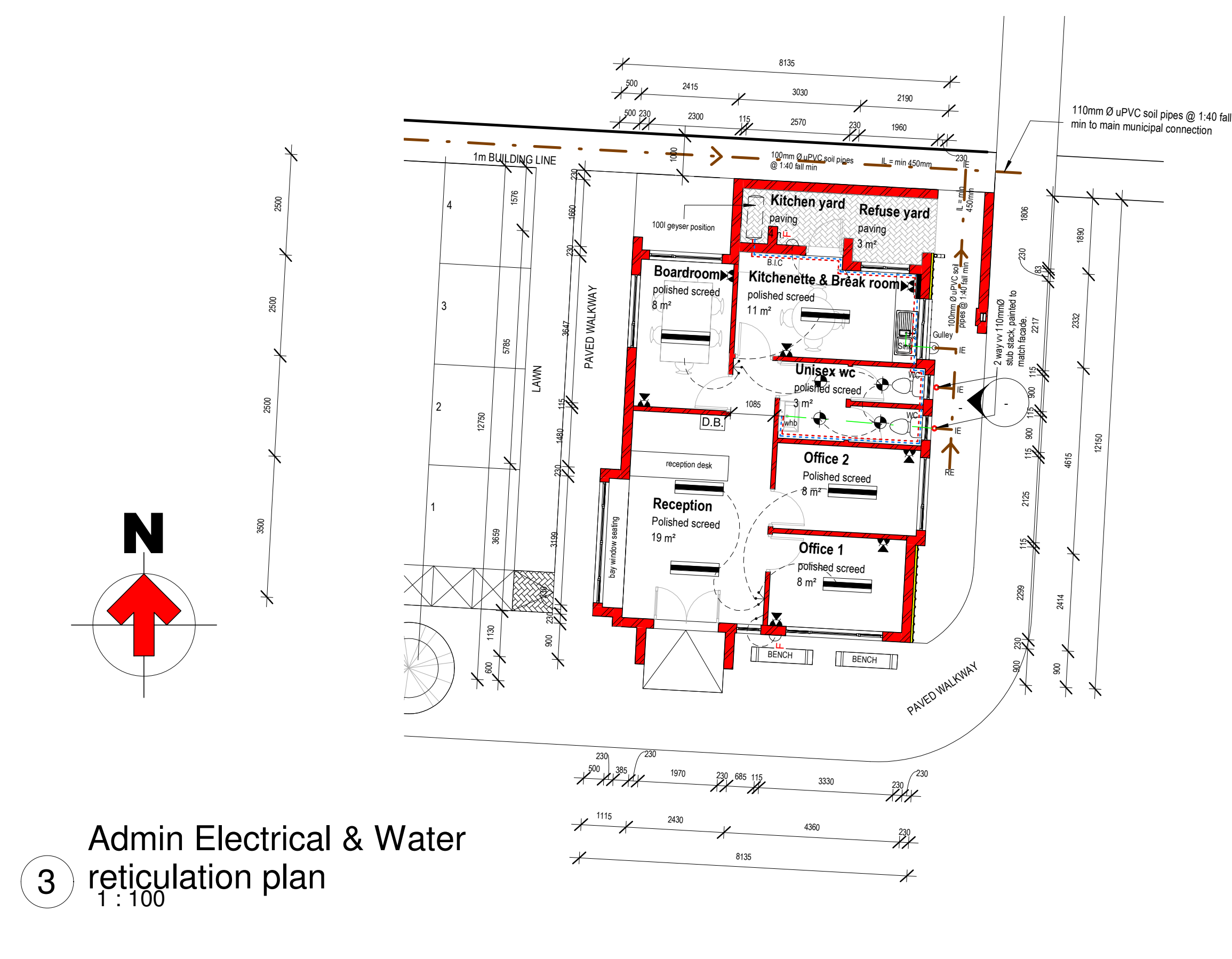
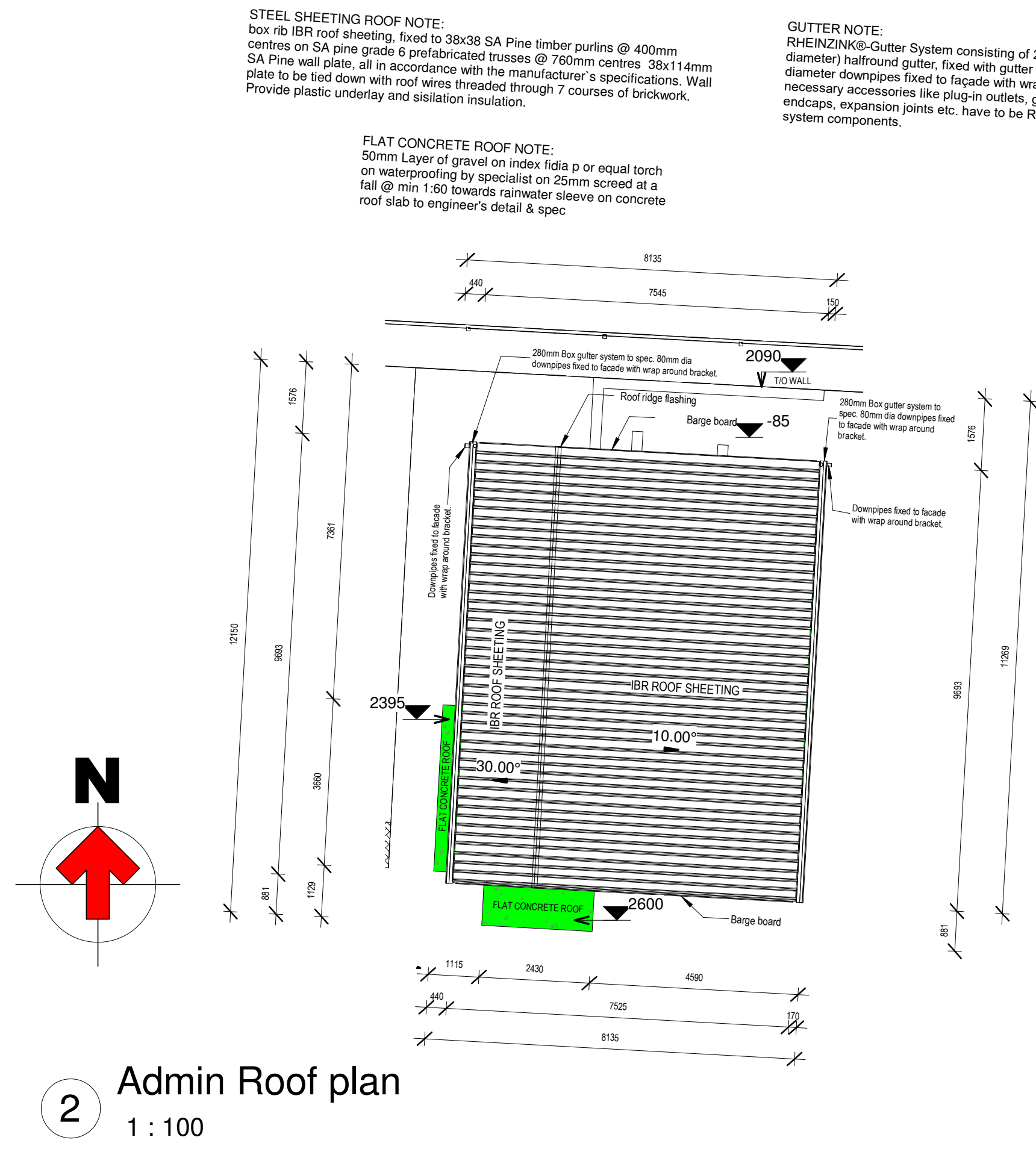
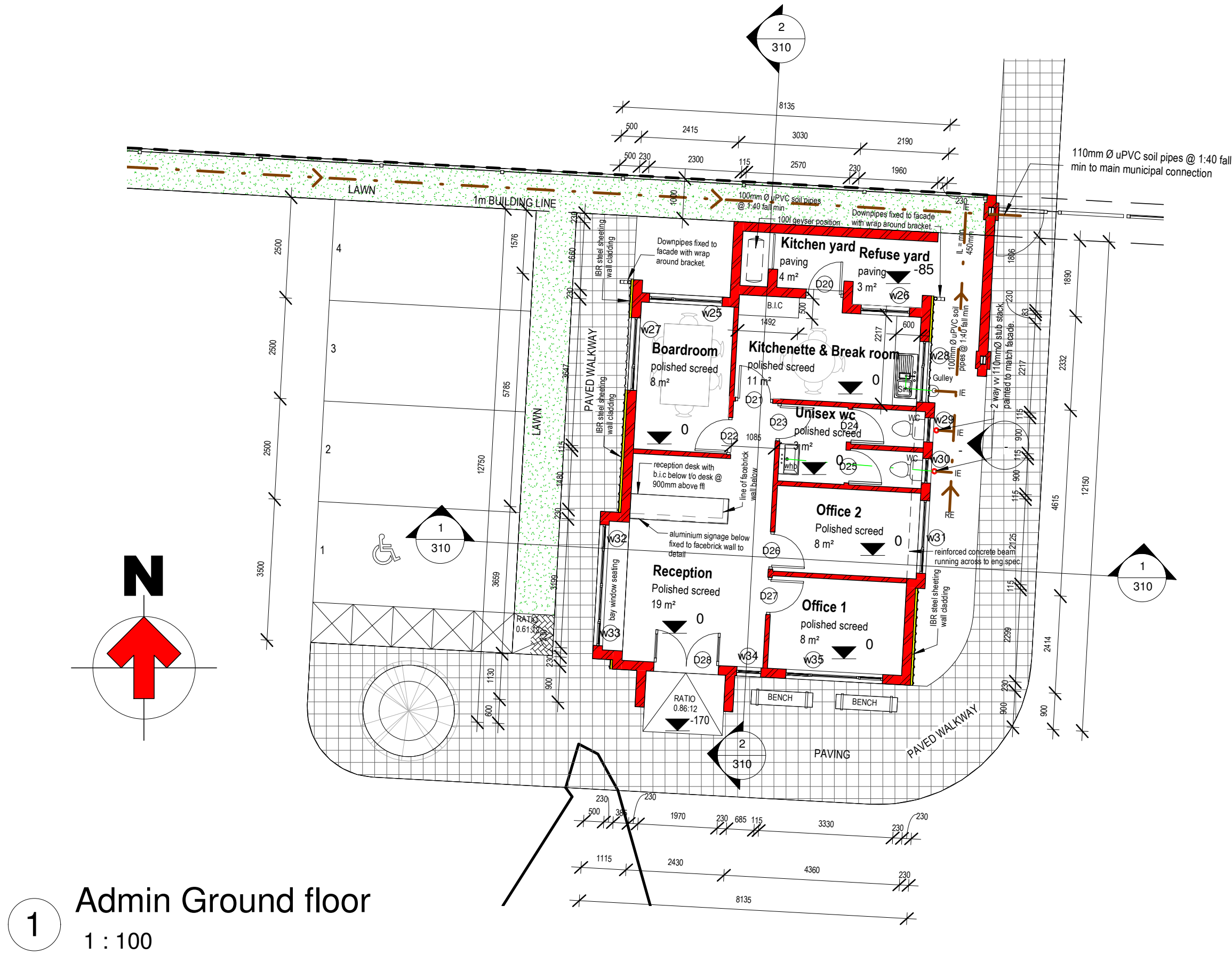
Tel: +27 11 326 1680
Fax: +27 11 326 3680

CONSULTANT

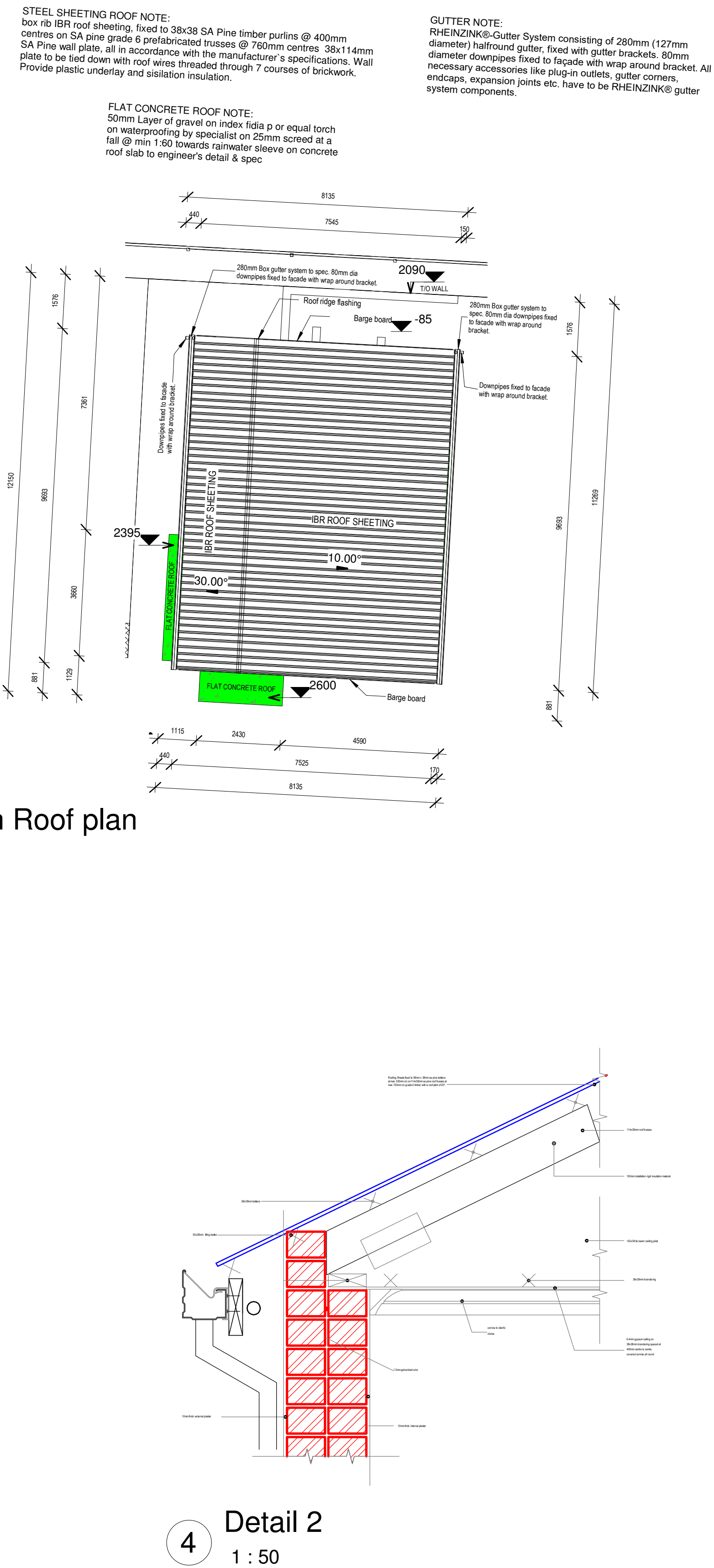
114 Main Street, Boksburg, Randburg, 2194
P.O. BOX 542, Lomela, 2062

Tel: +27 16 973 8300/1
Fax: +27 16 973 2191

PROJECT TITLE		
AMELIA CEMETERY		
DRAWING TITLE		
ABLUTIONS PLAN		
SCALE	PAPAEER	DESIGNED
1:100 1:50	A1	M.P
PROJECT STATUS		DRAWN
APPROVAL		M.P
DRAWING NUMBER	REVISION	
J292-ARC-142/100	AK	



ELECTRICAL LEGEND	
	Single Switch Wall Mounted
	Double Switch Wall Mounted
	Triple Switch Wall Mounted
	TV Point.
	Intercom Connection.
	Double 15 AMP Wall Plug @ 300mm above FFL.
	Double 15 AMP Wall Plug @ 150mm above Counter.
	Single 15 AMP Wall Plug @ 300mm above FFL.
	Double 15 AMP Pop Up @ Counter Level.
	International Plug point @ 1200mm above FFL.
	ST Stove Plug
	Ceiling Mounted Downlight.
	Open channel Double LED Fluorescent light.
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	External Garden Lights.
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	SABS Approved Distribution Board.
	Chandelier/Pendant Light Fitting.
	Weather Proof (Outside) Wall Plug Point.



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PROJECT TITLE

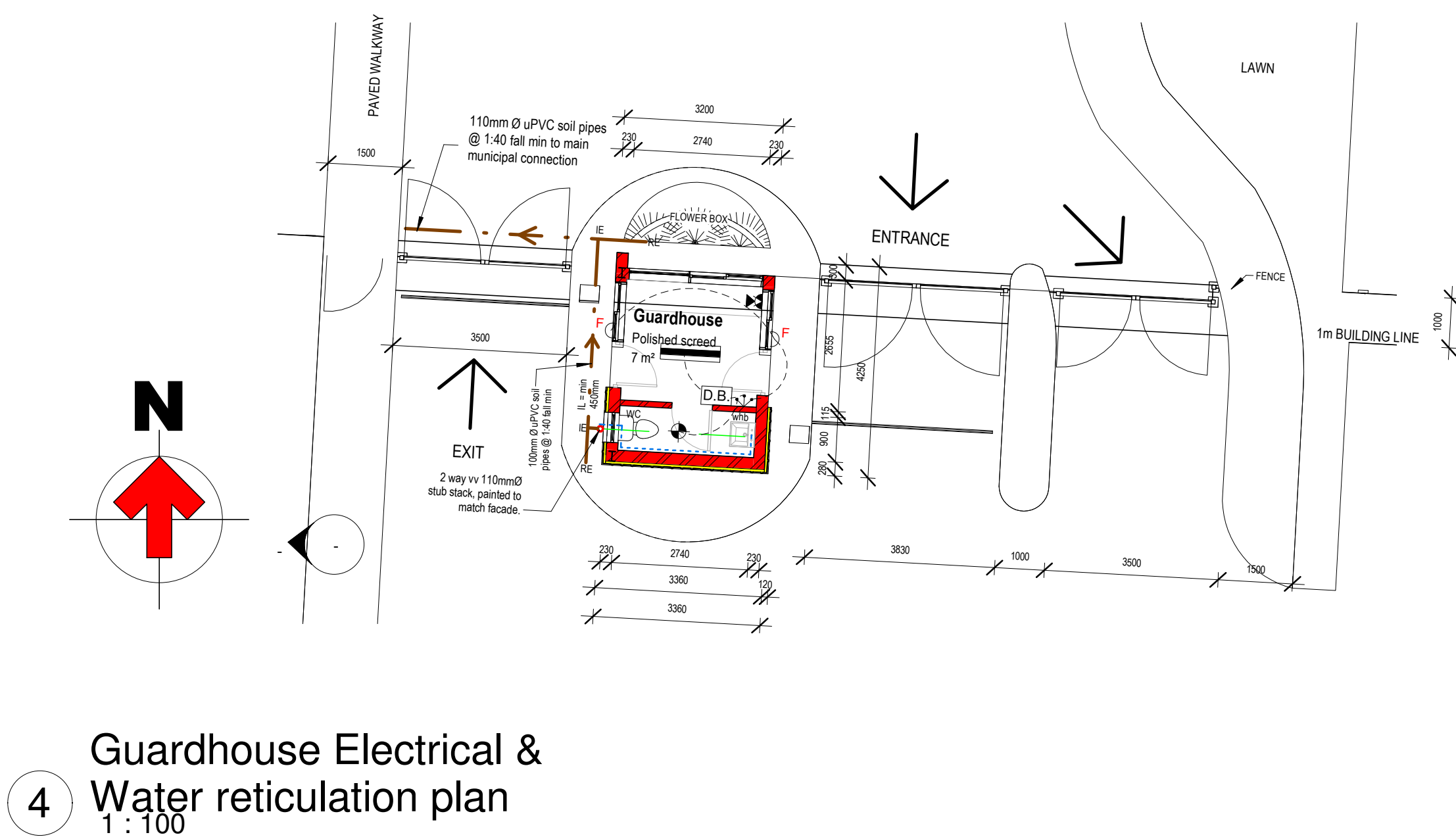
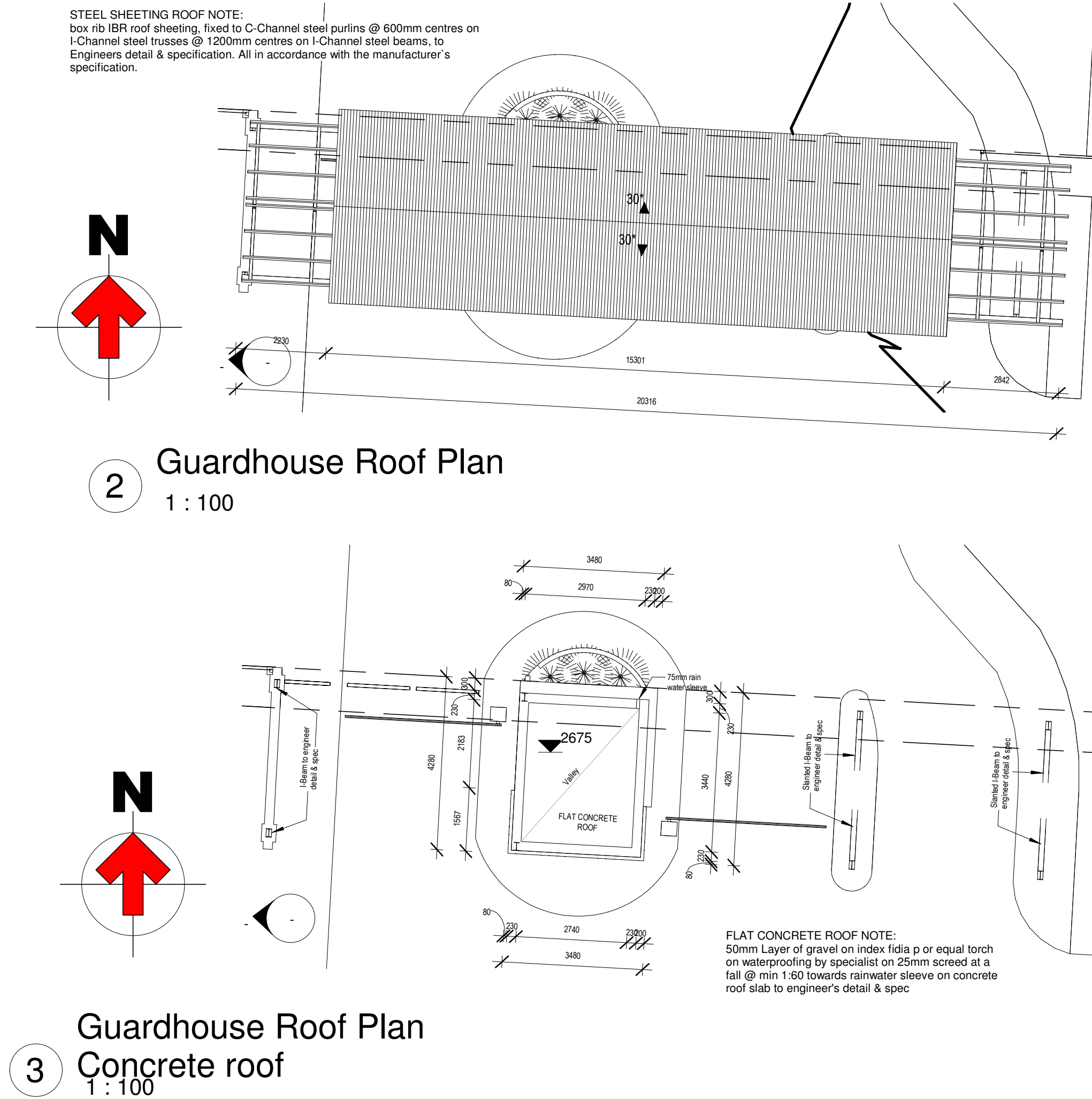
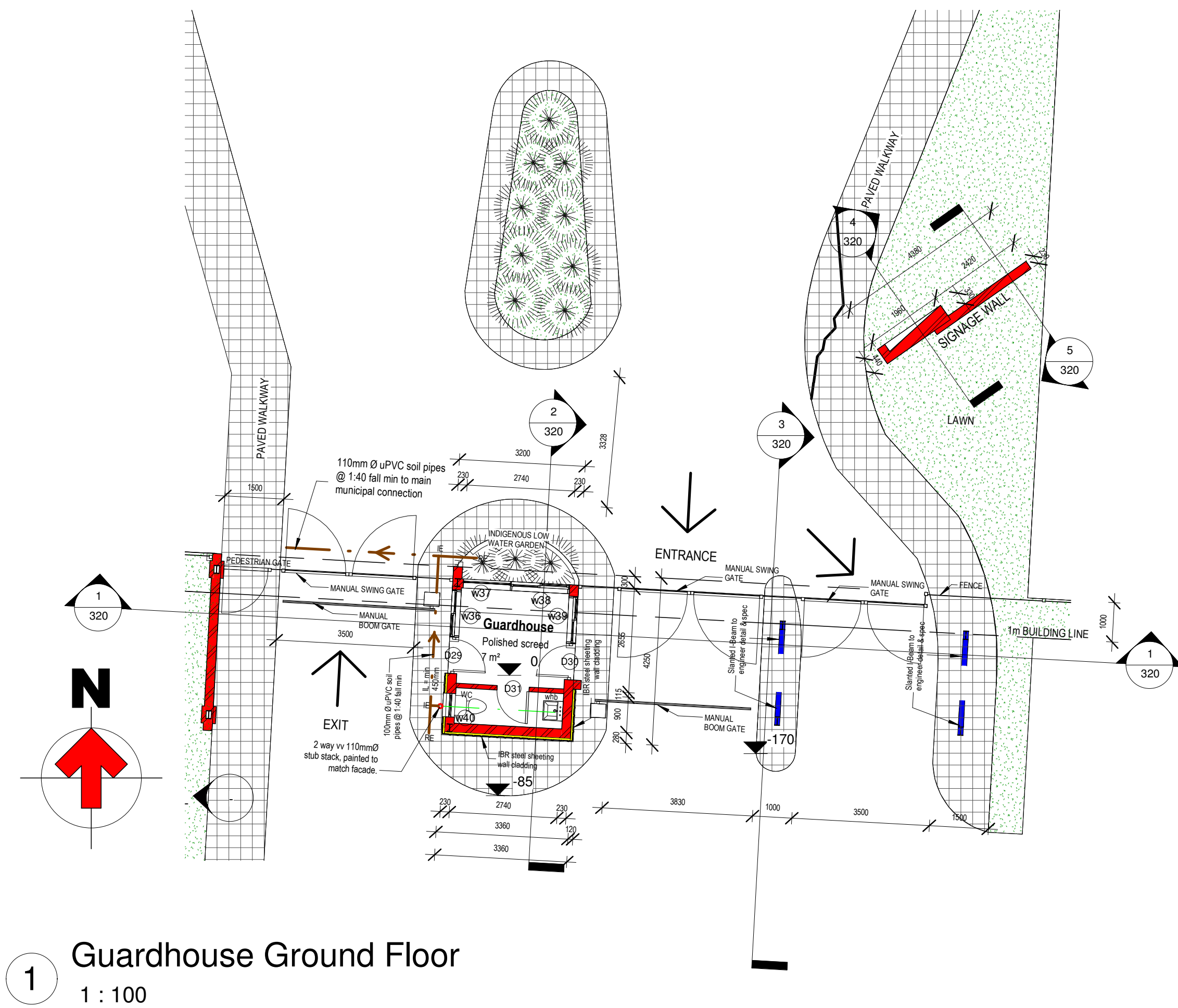
AMELIA CEMETERY

DRAWING TITLE

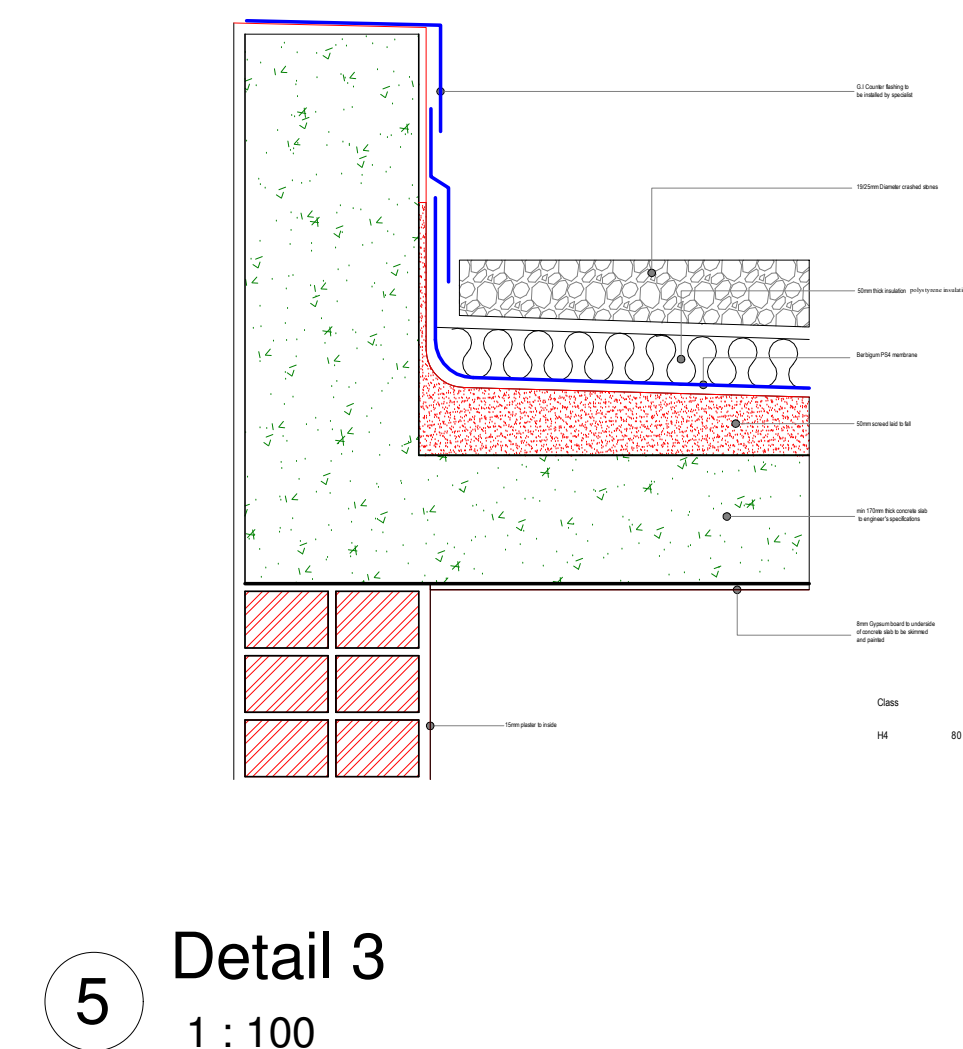
ADMIN PLANS

SCALE	PAPAEER	DESIGNED
1:100 1:50	A1	M.P
		DRAWN M.P

PROJECT STATUS APPROVAL	APPROVED M.P
DRAWING NUMBER J292-ARC-142/110	REVISION AK



ELECTRICAL LEGEND	
	Single Switch Wall Mounted
	Double Switch Wall Mounted
	Triple Switch Wall Mounted
	TV Point.
	Intercom Connection.
	Double 15 AMP Wall Plug @ 300mm above FFL.
	Double 15 AMP Wall Plug @ 150mm above Counter.
	Single 15 AMP Wall Plug @ 300mm above FFL.
	Double 15 AMP Pop Up @ Counter Level.
	International Plug point @ 1200mm above FFL.
	Stove Plug
	Ceiling Mounted Downlight.
	Open channel Double LED Fluorescent light.
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I	26-06-21	M.P	
J	02-07-21	M.P	



PROJECT TITLE

AMELIA CEMETERY

DRAWING TITLE

GUARD HOUSE PLANS

SCALE	PAPAEER	DESIGNED
1:100	A1	M.P
1:50		M.P
PROJECT STATUS		APPROVED
APPROVAL		M.P
DRAWING NUMBER		REVISION
J292-ARC-142/120		AK

C4.2.2 Programme approach

A short completion time will receive preference.

.

C4.3 PHYSIOGRAPHY

C4.3.1 Topography and Drainage

The topography of the area is in general flat to rolling terrain.

C4.3.2 Rainfall

This area is regarded as a summer rainfall region with the highest monthly rainfall recorded from November to January. Total rainfall $\pm 600 - 700$ mm / year with the maximum average month in November – January i.e., ± 100 mm / month.

C4.3.3 Temperature

Average temperatures vary between 25°C in Summer and 10°C in Winter.

The low temperatures from April to September will have an influence on construction activities such as stabilization and concrete work.

C4.3.4 Vegetation

The natural vegetation is grasslands and shrubs with trees.

C4.4 SURVEYS BEACONS AND SERVICES

C4.4.1 Survey beacons

- a. Local reference beacons will be indicated to the Contractor.
- b. The Contractor must employ a competent qualified surveyor to set the work out in accordance with the drawings.

C4.4.2 Services

Municipal

Prior to commencement of any work, contractor is obliged to obtain an excavation permit from METSIMAHOLO LOCAL MUNICIPALITY's infrastructure department.

C4.5 GEOTECHNICAL INFORMATION

The geotechnical report will form a part of the documentation provided to the tenderers.

C4.6 ACCESS TO SITE

Access to the site is along existing gravel and dirt roads.

C4.7 SITE SPECIFIC EIA REQUIREMENTS

The following must be controlled (Refer to Environmental Management Plan):

- Dust
- Erosion
- Pollution / Spillages

- Hazardous materials
- Work close to sensitive areas

C4.8 SITE FACILITIES REQUIRED**C4.8.1 Site Office**

Site facilities must be made available.

C4.8.2 Toilets

Toilet facilities which comply with the requirements of the LM Health Department must be provided at the camp site and site of Works.

END



BID NO: MLM 20/2022/23

**RECOMMENCEMENT CONSTRUCTION OF
AMELIA CEMETERY**