



EASTERN CAPE PROVINCE
DEPARTMENT OF EDUCATION
REQUEST FOR BID
FOR

**Appointment of a contractor for the completion of
Thubalethu High School**

3CE or HIGHER

EMIS NO: 200100908

DISTRICT: AMATHOLE EAST

Consisting of:

Single Volume: The Request for Bid (Returnable) **BID NO: SCM/16-23/24-0005** This document

BIDDER:

CRS NO:

Compiled for:

SUPPLY CHAIN MANAGEMENT
Eastern Cape Department of Education
Steve Tshwete Complex, Zone 6
ZWELITSHA
5608

Website: www.edu.ecprov.gov.za

Compiled by:

BTKM Quantity Surveyors.
NO. 2 Lancaster Place
Vincent
EAST LONDON
5241

DECEMBER 2023

PNO: P9006531

REQUEST FOR BID

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REQUEST FOR BID

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Part 1: BID PROCEDURE

**T1.1: Request for Bid Notice and Invitation to Bid
(SBD1)**



REQUEST FOR BID NOTICE

DEPARTMENT OF EDUCATION **EASTERN CAPE PROVINCE**

Bidders are hereby invited by **DoE** for the following contract, relating to the Completion for Thubalethu High School facilities.

Appointment of a contractor for the completion of Thubalethu High School

BID NO: SCMU6-23/24-0005
[CIDB Grade: 3CE Category or Higher]

Principal Agent

Mr Absolom Lusiki
BTKM

Project Leader (DoE)

Mr Q Msiwa
Tel: 040 608 4707

Request for Bid documents will be available as from **12h00 on Friday, 08 December 2023** at the offices of the **Department of Education, Steve Tshwete Complex, Zone 6, Zwelitsha** or **Website <https://eceducation.gov.za/>**.

Completed Request for Bid documents in a sealed envelope endorsed with the project name, request for Bid number and description must be deposited in the Tender Box, **Department of Education, Steve Tshwete Complex, Zone 6, Zwelitsha**, not later than **11h00 on Wednesday, 20 January 2024** when request for Bids will not be opened in public. The performance of the Contractor will be evaluated on a monthly basis and the overall performance report will be issued at the end of the project.

Site Briefing Meeting - Mandatory Briefing Session will be held at Thubalethu High School on Monday, 15 January 2024 at 11h00

Bidders shall take note of the following Bid conditions –

- Single Volume to be submitted
- Priced BoQ to be submitted
- Bidders are required to have a CIDB contractor grading designation **3CE** or higher
- JV Agreements with installers and CIDB graded contractors would be acceptable.
- An approved surety will be required
- Penalties for late completion will be enforced
- Late request for Bids will not be accepted
- Letter of Good Standing from the Compensation Fund or FEMA to be submitted with request for Bid
- Failure to complete all supplementary information and the RETURNABLE SCHEDULES could result in the request for Bid being eliminated
- CIPRO/CIPC Certificate to be submitted with tender

- Adjudication criteria are as follows:
 - **80** Points for Price
 - **20** Points for Specific Goals

Bids with a threshold value up to R50 000 000,00 shall be evaluated on 80/20 principle. Preference points shall be allocated as per below table:

| Preferential goals | Historically Disadvantaged individuals | Allocation of Points |
|--|---|-----------------------------|
| Historically disadvantaged individuals | | 4 |
| Persons with disabilities | | 2 |
| Promotion of Youth | | 3 |
| Woman Participation | | 3 |
| Enterprises located in the Eastern Cape Province | | 8 |
| | | |

1. CLAIMING OF PREFERENCE POINTS

- 1.1. Preference points allocated Historically Disadvantaged individuals may be claimed by Persons who had no franchise in national elections prior to 1983 and 1993.
- 1.2. Preference points allocated for women may be claimed if there is sufficient evidence that such woman has ownership of 51% or more of the enterprise shareholding.
- 1.3. Preference points allocated for persons with disabilities may only be claimed if there is sufficient evidence that such person has ownership of 51% or more of the enterprise shareholding.
- 1.4. Preference points allocated for promotion of youth may only be claimed if there is sufficient evidence that such youth has ownership of 51% or more of the enterprise shareholding.
- 1.5. Preference points for Locality may be allocated for promotion of enterprises located within the Eastern Cape Province may be claimed by submission of proof that the enterprise is located within the borders of Eastern Cape Province. This includes an enterprise whose head office may be situated in another province but has a fully-fledged branch within Eastern Cape Province. Enterprises located outside the borders

of the Eastern Cape Province and who only appoints agents and or commission warehouses in this municipal area are expressly excluded from claiming points for this goal.

1.6. Preference points may be allocated to other RDP goals as follows:

- (a) Promotion of south African owned enterprises
- (b) Promotion of export-oriented production to create jobs
- (c) Creation of new jobs or intensification of labour absorption
- (d) Promotion of enterprises located in the rural areas
- (e) Promotion of enterprises located in specific municipal area for work to be done or service to be rendered in that municipal area.

- Tender validity period is 120 (one hundred and twenty) calendar days.
- Tender Forms (Form C1.1: Form of offer and acceptance) that are incomplete or incorrectly completed will result in elimination of that tender
- An original valid SARS Tax Clearance Certificate/Pin must be submitted with the tender, in order to be considered. Failure for submission of Tax Clearance Certificate will result in elimination of tender. In the case of a JV, each partner must present an original SARS Tax Clearance Certificate.
- Form T2.2r (Compulsory Enterprise Questionnaire) must be completed by all or the tender will be eliminated.
- In case of a joint venture a two compulsory enterprise questionnaire must be submitted.

Telegraphic, telexed or faxed tenders will not be considered. The ECDoE does not bind itself to accepting the lowest tenderer. Tender price offered should not pose a commercial risk to the completion of the project.

The BEE may or may not interview the bidder should it deem it necessary.

Procurement Contact Official

Mr P Nxozana

Tel:

Pakamile.Nxozana@ecdoe.gov.za

Infrastructure Contact Official

Mr Q Msiwa

Tel: 040 608 4707

Qiqile.Msiwa@ecdoe.gov.za

**PART A
INVITATION TO BID**

| | | | | | |
|---|---|---------------|---|--|--|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY) | | | | | |
| BID NO.: | SCMU6-23/24-0005 | CLOSING DATE: | 20 JANUARY 2024 | CLOSING TIME: | 11h00 |
| DESCRIPTION | Appointment of a contractor for the completion of Thubalethu High School | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| RECEPTION AREA OF THE DEPARTMENT OF EDUCATION, | | | | | |
| STEVE VUKILE TSHWETE EDUCATION COMPLEX, ZONE 6, | | | | | |
| ZWELITSHA | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | Mr P Nxozana | | CONTACT PERSON | Mr Q Msiwa | |
| TELEPHONE NUMBER | | | TELEPHONE NUMBER | 040 608 4707 | |
| FACSIMILE NUMBER | | | FACSIMILE NUMBER | | |
| E-MAIL ADDRESS | Pakamile.Nxozana@ecdoe.gov.za | | E-MAIL ADDRESS | qiqile.msiwa@edu.ecprov.gov.za | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: | MAAA |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input checked="" type="checkbox"/> NO | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | | [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES/WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES/WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW] | |
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | | | | |

**PART B
TERMS AND CONDITIONS FOR BIDDING**

| | |
|-----------|---|
| 1. | BID SUBMISSION: |
| 1.1. | BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. |
| 1.2. | ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. |
| 1.3. | THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 1.4. | THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7). |
| 2. | TAX COMPLIANCE REQUIREMENTS |
| 2.1 | BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. |
| 2.2 | BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. |
| 2.3 | APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. |
| 2.4 | BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. |
| 2.5 | IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. |
| 2.6 | WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |
| 2.7 | NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE." |

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

SIGNATURE OF BIDDER:

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

DATE:

T1.2 Request for Bid Data

T1.2: REQUEST FOR BID DATA

| | | | |
|--------------------------|---|------------------------|------------------------|
| Project title: | Appointment of a contractor for the completion of Thubalethu High School | | |
| Bid No: | SCMU6-23/24-0005 | | |
| Advertising date: | 08 DECEMBER 2023 | Closing date: | 20 JANUARY 2024 |
| Closing time: | 11h00 | Validity period | 120 Days |

| Clause number | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---------------|---|-----------------------|------|-------------------------|-----------------------|--------|--|-----------------------|--------|------------------------------|-----------------------|--------|--|-----------------------|--------|---|-----------------------|--------|--|----------------------|--------|--------------------|----------------------|--------|--|----------------------|--------|--|----------------------|--------|-------------------------------|----------------------|---------|-------------------------------------|-----------------------|
| | <p>The conditions of Request for Bid applicable to this contract are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Construction Procurement (August 2019) as published in Government Gazette No. 42622, Department of Public Works Notice 423.</p> <p>The Standard Conditions of Bid make several references to the Bid Data for details that apply specifically to this Bid. The Bid Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Bid.</p> <p>Each item of data given below is cross-referenced to the clause in the Standard Conditions of Bid to which it mainly applies.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| C.1.2 | The employer is the Eastern Cape Province Department of Education | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| C.1.3.1 | <p>The Request for Bid documents issued by the employer comprise:</p> <p>THE REQUEST FOR BID (SINGLE VOLUME) Part 1: Bidding Procedure T1.1 Request for Bid Notice and Invitation to Bid (SBD1) T1.2 Request for Bid Data</p> <p>Part 2: Agreement and Contract Data C1.1 Form of Offer and Acceptance C1.1a Final Summary of Bills of Quantities (C2.2) C1.1b Standard Conditions of Tender C1.2 Contract Data C1.3 Form of Guarantee</p> <p>Part 3: Returnable Schedules/Documents T2.1 List of Returnable Documents T2.2 Returnable Documents:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">SBD4</td> <td style="width: 65%;">Declaration of interest</td> <td style="width: 20%;">Mandatory Requirement</td> </tr> <tr> <td>SBD6.1</td> <td>Preference points claim form in terms of Preferential Procurement Regulations 2022</td> <td>Mandatory Requirement</td> </tr> <tr> <td>SBD6.2</td> <td>Local production and content</td> <td>Mandatory Requirement</td> </tr> <tr> <td>T2.2.1</td> <td>Certificate of authority for signatory</td> <td>Mandatory Requirement</td> </tr> <tr> <td>T2.2.2</td> <td>Certificate of authority for joint ventures</td> <td>Mandatory Requirement</td> </tr> <tr> <td>T2.2.5</td> <td>Record of addenda to Request for Bid documents</td> <td>Additional documents</td> </tr> <tr> <td>T2.2.6</td> <td>Capacity of Bidder</td> <td>Additional documents</td> </tr> <tr> <td>T2.2.7</td> <td>Relevant project experience - completed projects</td> <td>Additional documents</td> </tr> <tr> <td>T2.2.8</td> <td>Relevant project experience - current projects</td> <td>Additional documents</td> </tr> <tr> <td>T2.2.9</td> <td>Schedule of plant & equipment</td> <td>Additional documents</td> </tr> <tr> <td>T2.2.10</td> <td>Compulsory enterprise questionnaire</td> <td>Mandatory Requirement</td> </tr> </table> | | SBD4 | Declaration of interest | Mandatory Requirement | SBD6.1 | Preference points claim form in terms of Preferential Procurement Regulations 2022 | Mandatory Requirement | SBD6.2 | Local production and content | Mandatory Requirement | T2.2.1 | Certificate of authority for signatory | Mandatory Requirement | T2.2.2 | Certificate of authority for joint ventures | Mandatory Requirement | T2.2.5 | Record of addenda to Request for Bid documents | Additional documents | T2.2.6 | Capacity of Bidder | Additional documents | T2.2.7 | Relevant project experience - completed projects | Additional documents | T2.2.8 | Relevant project experience - current projects | Additional documents | T2.2.9 | Schedule of plant & equipment | Additional documents | T2.2.10 | Compulsory enterprise questionnaire | Mandatory Requirement |
| SBD4 | Declaration of interest | Mandatory Requirement | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SBD6.1 | Preference points claim form in terms of Preferential Procurement Regulations 2022 | Mandatory Requirement | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SBD6.2 | Local production and content | Mandatory Requirement | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| T2.2.1 | Certificate of authority for signatory | Mandatory Requirement | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| T2.2.2 | Certificate of authority for joint ventures | Mandatory Requirement | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| T2.2.5 | Record of addenda to Request for Bid documents | Additional documents | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| T2.2.6 | Capacity of Bidder | Additional documents | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| T2.2.7 | Relevant project experience - completed projects | Additional documents | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| T2.2.8 | Relevant project experience - current projects | Additional documents | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| T2.2.9 | Schedule of plant & equipment | Additional documents | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| T2.2.10 | Compulsory enterprise questionnaire | Mandatory Requirement | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| | T2.2.11 | CIDB grading certificate | Mandatory Requirement |
| | T2.2.12 | Other certificates (certified copies to be inserted by Bidder), etc | Mandatory Requirement |
| | | <ul style="list-style-type: none"> • Certified copy of CIPC company registration certificate • Certified copies of ID's of shareholders, members, partners or sole owner • Letter of Good Standing from Bank where Bidder's primary transaction account is • Letter of Good Standing from Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 • CSD Registration Summary Report dated not more than thirty (30) days prior to the Request for Bid closing date. • Original valid SARS tax clearance certificate and pin | Mandatory Requirement |
| | T2.2.13 | Completed project reference forms | Additional documents |
| | | <ul style="list-style-type: none"> • Priced BoQ | Mandatory Requirement |
| | | | |
| | | | |
| | | | |
| | <p>THE CONTRACT</p> <p>Part 4: Scope of Work</p> <p>C3.1 Scope of work</p> <p>C3.2 Health and Safety Specification</p> <p>C3.4 Contractors Reports</p> <p>Part 5: Pricing data</p> <p>C2.1 Pricing instructions</p> <p>C2.2 Preliminaries / Bill of Quantities / Final Summary</p> <p>Part 6: Site information</p> <p>C4 Site information</p> <p>C5 Drawings</p> | | |
| C.1.4 | The employer's agent is: | | |
| | Name: | BTKM Quantity Suveveyors | |
| | Capacity: | Principal Agent | |
| | Address: | 2 Lancaster Place | |
| | Tel: | (043) 721 0112 | |
| | Fax: | | |
| | E-mail: | absalom@btkm.co.za | |
| C.2.1 | <p>Only those Bidders who satisfy the following eligibility criteria should submit Request for Bids:</p> <ol style="list-style-type: none"> 1. Submit an offer only if the Bidder satisfies the criteria stated in the Request for Bid data and the Bidder, or any of his principals, is not under any restriction to do business with the employer. 2. The Bidder is registered with the CIDB, in a 3CE or higher class of construction work. 3. The Bidder is registered on the National Treasury Central Supplier Data Base (https://secure.csd.gov.za) 4. The Bidder accepts that documents that have correction fluid on them will be deemed non-responsive and the documents must remain intact. | | |

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| | 5. Bidders adhere to the pre-qualification criteria stated in the Request for Bid document, if any. |
| C.2.1 | <p>Joint ventures are eligible to submit Bids provided that:</p> <ol style="list-style-type: none"> 1. Every member of the joint venture must be registered with the CIDB in the General Building (GB) class of work. 2. The combined contractor grading designation of the members calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum bid for a 3CE or Higher class of construction work. 3. The members/parties have signed a joint venture agreement. |
| C.2.7 | <p>The arrangements for the compulsory clarification meeting, if any, are as stated in the Request for Bid Notice (T1.1).</p> <p>A Request for Bid will not be considered if the Bidder or their representative has not attended the compulsory briefing session.</p> <p>Bidders must sign the attendance register in the name of the bidding entity.</p> <p>Addenda will be issued to and Request for Bids will be received only from those bidding entities appearing on the attendance register.</p> <p>Request for Bid documents will not be issued at the clarification meeting.</p> |
| C.2.8 | Request clarification at least 3 calendar days before the closing time. |
| C2.11 | All documents must be completed and signed in black permanent ink. No correction fluid must be used in the document. Incomplete bid responses may be disqualified or evaluated solely on the information contained in the bid. The ECDoE may disregard any content in the Request for Bid that is illegible and will be under no obligation whatsoever to seek clarification from the bidder. |
| C.2.12 | <p>If a Bidder wishes to submit an alternative Request for Bid offer, the only criteria permitted for such alternative Request for Bid offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative Request for Bid offer to enable the employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative Request for Bid offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Bidder, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount bid for the alternative offer to cover the employer's costs of confirming the acceptability of the detailed design before it is constructed.</p> <p>Alternative Bid offer permitted: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> |
| C.2.13 C.2.15 | The employer's address for delivery of Request for Bid offers and identification details to be shown on each Request for Bid offer package are as per Request for Bid Notice (T1.1) and Invitation to Bid (SBD 1) |

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| C.2.13.5 | Request for Bid offers shall be submitted as originals only. |
| C.2.13.6 | A two-envelope system is not required. |
| C.2.13.9 | Telephonic, telegraphic, telex, facsimile, emailed, electronic copy or late offers will not be accepted. |
| C.2.15 | The closing time for submission of Request for Bid offers is as per the Request for Bid Notice (T1.1) and the Invitation to Bid (SBD 1). |
| C.2.16 | The Request for Bid offer validity period is as per the Request for Bid Notice (T1.1) and the Invitation to Bid (SBD 1). |
| C.2.17 | Provide clarification of the Request for Bid offer in response to do so from the employer during the evaluation of Request for Bid offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of Bidders or substance of the Request for Bid offer is sought, offered, or permitted. |
| C.2.22 | Not a requirement |
| C.2.23 | Refer to Parts 1, 2 & 3 for certificates and other documents to be submitted with the Request for Bid. |
| C.3.4 | The time and location for opening of the Request for Bid offers are as per the Request for Bid Notice (T1.1). |
| C.3.11 | <p>Financial Offer and Preference will be evaluated as follows:</p> <p>The 80/20 preference point system will be applicable with 80 points allocated to Price and 20 points towards Specific Goals status level of contribution.</p> <p>The score for price is calculated using the following formula:</p> $Ps = 80 \left(1 - \frac{Pt - P \min}{P \min} \right)$ <p>Where:</p> <p>Ps = Points scored for price of bid under consideration;</p> <p>Pt = Price of bid under consideration and</p> <p>Pmin = Price of lowest acceptable bid.</p> <p>A trust, consortium or joint venture will qualify for points for their Specific Goals.</p> |
| C.3.11 | |
| C.3.13 | <p>Request for Bid offers will only be accepted if:</p> <ol style="list-style-type: none"> 1. The Bidder 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; 2. The Bidder has not: <ol style="list-style-type: none"> a. Abused the Employer's Supply Chain Management System; or |

| | |
|--------|--|
| | <p>b. Failed to perform on any previous contract and has been given a written notice to this effect;</p> <p>3. The Bidder has completed the compulsory declarations and there are no conflicts of interest, which may impact on the Bidder's ability to perform the contract in the best interests of the employer or potentially compromise the Request for Bid process;</p> <p>4. The Bidder has registered on the Centralized Supplier Database (CSD) prior to submitting Request for Bids (open Request for Bids). Any prospective Bidder found to have tax matters not in order with SARS during the evaluation process will be eliminated and not be considered further;</p> <p>5. The Bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</p> <p>The Bidder is in good standing with the Compensation Fund.</p> |
| C.3.17 | <p>The number of paper copies of the signed contract to be provided by the employer is 1 (one) copy of the signed contract to the successful Bidder.</p> |

T1.3 BID EVALUATION CRITERIA

T1.3: BID EVALUATION CRITERIA

| | | | |
|--------------------------|---|------------------------|------------------------|
| Project title: | Appointment of a contractor for the completion of Thubalethu High School | | |
| Bid No: | SCMU6-23/24-0005 | | |
| Advertising date: | 08 DECEMBER 2023 | Closing date: | 20 JANUARY 2024 |
| Closing time: | 12h00 | Validity period | 120 Days |

| BID EVALUATION CRITERIA | | | |
|---|---------|---|-----------------------|
| <p>This Bid will be evaluated in two stages that is admin compliance and price and preference compliance.</p> <p>Failure to submit the following completed and signed compulsory documents will result in elimination of the bid documents.</p> | | | |
| | SBD4 | Declaration of interest | Mandatory Requirement |
| | SBD6.1 | Preference points claim form in terms of Preferential Procurement Regulations 2022 | Mandatory Requirement |
| | SBD6.2 | Local production and content | Mandatory Requirement |
| | T2.2.1 | Certificate of authority for signatory | Mandatory Requirement |
| | T2.2.2 | Certificate of authority for joint ventures | Mandatory Requirement |
| | T2.2.10 | Compulsory enterprise questionnaire | Mandatory Requirement |
| | T2.2.11 | CIDB grading certificate | Mandatory Requirement |
| | T2.2.12 | Other certificates (certified copies to be inserted by Bidder), etc | Mandatory Requirement |
| | | <ul style="list-style-type: none"> • Certified copy of CIPC company registration certificate • Certified copies of ID's of shareholders, members, partners or sole owner • Letter of Good Standing from Bank where Bidder's primary transaction account is • Letter of Good Standing from Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 • CSD Registration Summary Report dated not more than thirty (30) days prior to the Request for Bid closing date. • Original valid SARS tax clearance certificate and pin | Mandatory Requirement |
| | | Priced BoQ | Mandatory Requirement |

Part 2: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.1: FORM OF OFFER AND ACCEPTANCE

| | |
|-----------------------|---|
| Project title: | Appointment of a contractor for the completion of Thubalethu High School |
| Bid No: | SCMU6-23/24-0005 |

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

Appointment of a contractor for the completion of Thubalethu High School

The Bidder, identified in the offer signature block, has examined the documents listed in the Request for Bid data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of Request for Bid.

By the representative of the Bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Bidder offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

.....

..... Rand (in words);

R..... (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Request for Bid data, whereupon the Bidder becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s)

Name(s)

Capacity

for the Bidder

.....
(Name and address of organization)

Name and signature of witness Date

ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the Bidder's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Bidder's offer shall form an agreement between the employer and the Bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Request for Bid data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the Bidder and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Bidder shall within 2 (two) weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Bidder (now contractor) within 5 (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(s)

Name(s)

Capacity

for the Employer

.....
(Name and address of organization)

Name and signature of witness Date

Schedule of Deviations

Notes:

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

1. Subject _____

Details _____

2. Subject _____

Details _____

3. Subject _____

Details _____

4. Subject _____

Details _____

By the duly authorised representatives signing this agreement, the employer and the Bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Request for Bid data and addenda thereto as listed in the Request for Bid schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder 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 Request for Bid/ Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

C1.1a

Final Summary of Bills of Quantities

SCHEDULE OF QUANTITIES

SUMMARY OF SCHEDULES

| | | |
|---|-------------------------------------|-------|
| 1 | SECTION A : PRELIMINARY AND GENERAL | ..... |
| 2 | SECTION B : ROAD WORKS | ..... |
| 3 | SECTION C : WATER AND SEWER | ..... |

| | |
|-------------------------|-------|
| SUBTOTAL..... | |
| ADD CONTINGENCIES (10%) | _____ |
| SUBTOTAL..... | |
| Add VAT (15%) | _____ |

| | |
|--|--------------|
| TENDER SUM (CARRIED FORWARD TO "FORM OF OFFER") | _____ |
|--|--------------|

C1.1b Standard Conditions of Tender

CIDB Standard Conditions of Tender (August 2019 Edition)

(As contained in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts in Board Notice 423 of 2019 in Government Gazette No 42622 of 8 August 2019)

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

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

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

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

C.1.6.2.2 All responsive Bidders or at least a minimum of not less than three responsive Bidders that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

conditions of tender.

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

- C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

C.2.15 Closing time

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

C.2.16 Tender offer validity

- C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
- C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the

tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all Bidders who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

C.3.5.2 Evaluate functionality of the technical proposals offered by Bidders, then advise Bidders 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 Bidders, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on Specific Goals status level. Return unopened financial proposals to Bidders whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

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

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

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other Bidders presenting responsive tenders, if it were to be rectified.

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

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

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to Bidders 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 Bidders or might prejudice fair competition between Bidders.

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C1.2 Contract Data

C1.2 : CONTRACT DATA : JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

| | |
|-----------------------|---|
| Project title: | Appointment of a contractor for the completion of Thubalethu High School |
| Bid No: | SCMU6-23/24-0005 |

| | |
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| | <p>The Conditions of Contract are clauses 1 to 42 of the JBCC series 2000 Principal Building Agreement (Edition 4.1 of March 2005) prepared by the Joint Building Contracts Committee.</p> <p>Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p> |
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| | <p>CONTRACT VARIABLES</p> <p>THE SCHEDULE</p> <p>The schedule contains all the variables referred to in this document and is divided into part 1: contract data completed by the employer and part 2: contract data completed by the contractor. Part 1 must be completed in full and included in the Bidder documents. Both part 1 and part 2 form part of this agreement.</p> <p>Spaces requiring information must be filled in, shown as “not applicable” or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [] brackets.</p> |
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| 42.0 | PART 1: CONTRACT DATA PROVIDED BY THE EMPLOYER |
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| 42.1 | CONTRACTING AND OTHER PARTIES |
| 42.1.1 | <p>Employer: Eastern Cape Province Department of Education</p> <p>Postal address: Private Bag X0032 BHISHO 5605</p> <p>Tel: 040 608 4335 Fax: 040 – 602 7272</p> <p>Physical address: Steve Tshwete Building Zone 6 Zwelitsha</p> |
| [1.2] | |

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| <p>[31.4.2 #]</p> <p>[40.2.2.#]</p> <p>[26.1.2 #]</p> | <p>2) Lateral support insurance to be effected by the contractor:</p> <p>3) Payment will be made for materials and goods on site: Under no circumstance will deposits due by the contractor to any supplier or subcontractor for materials or equipment be paid prior to the delivery to site thereof, after which it will be regarded as materials and goods on site.</p> <p>4) Dispute resolution by adjudication:</p> <p>5) Extended defects liability period is applicable to the following elements: <ul style="list-style-type: none"> - all civil works such as roads, parking areas, stormwater & soil drainage - all work done under electrical subcontracts - all work done under mechanical subcontracts </p> | <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> |
| <p>42.2.6 [15.3]</p> | <p>Period for the commencement of the works after the contractor takes possession of the site: Five (5) working days.</p> | |
| <p>42.2.7 [24.3.1] [30.1]</p> | <p>For the works as a whole: The date for practical completion shall be Four (4) Months (including statutory holidays, but excluding the annual builders' shutdown period) from the date that possession of the site is given to the contractor and the penalty per calendar day shall be 8.50c per R100 of the contract value.</p> | |
| <p>42.2.9 [1.2]</p> | <p>The law applicable to this agreement shall be that of the: Republic of South Africa</p> | |
| <p>42.3</p> | <p>INSURANCES</p> | |
| <p>42.3.1 [10.1 #, 10.2 #, 12.1 #]</p> | <p>Contract works insurance to be effected by the contractor</p> <p><input checked="" type="checkbox"/> To the minimum value of the contract sum plus 20%</p> <p>With a deductible not exceeding 5% of each and every claim</p> | |
| <p>42.3.2 [10.1#, 10.2 #, 12.1 #]</p> | <p>Supplementary insurance is required: Yes</p> <p>To the minimum value of the contract sum plus 20 %</p> | |
| <p>42.3.3 [11.1#, 12.1 #]</p> | <p>Public liability insurance to be effected by the contractor</p> <p><input checked="" type="checkbox"/> For the sum of R 5 million</p> <p>With a deductible not exceeding 5% of each and every claim</p> | |
| <p>42.3.4 [11.2 #, 12.1 #]</p> | <p>Support insurance to be effected by the contractor:</p> <p>Not Applicable</p> | |
| <p>42.4</p> | <p>DOCUMENTS</p> | |
| <p>42.4.2 [3.7]</p> | <p>Three (3) copies of the construction documents will be supplied to the contractor free of charge</p> | |
| <p>42.4.3</p> | <p>Bills of quantities / Lump sum document schedule of rates drawn up in accordance with: Standard System of Measuring Building Work (seventh edition as amended)</p> | |
| <p>42.4.4 [15.1.1]</p> | <p>The priced bills of quantities shall be submitted with the Request for Bid submission : Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> | |

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| 42.4.5 [3.4] | JBCC Engineering General Conditions are to be included in the contract documents: No |
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| 42.4.6 [31.5.3] [32.13] | <p>The contract value is to be adjusted using CPAP indices: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Where CPAP is applicable, the contract sum will be adjusted in accordance with the JBCC Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as prepared by the JBCC Series 2000, code 2118, dated May 2005 and any amendments thereto:</p> <ol style="list-style-type: none"> 1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities 2) All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 170 3) With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries 4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by Bidders, will not be permitted 5) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45 <p>Alternative Indices: Not Applicable</p> |
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| 42.4.7 [3.10] | <p>Details of changes made to the provisions of JBCC standard documentation</p> <p>Clause 1.1</p> <p>COMMENCEMENT DATE – means the date that the agreement, made in terms of the Offer and Acceptance, comes into effect.</p> <p>CONSTRUCTION GUARANTEE – means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer’s construction guarantee form as selected in the schedule.</p> <p>CONSTRUCTION PERIOD – means the period commencing on the date that possession of the site is given to the contractor and ending on the date of practical completion.</p> <p>CORRUPT PRACTICE – means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>FRAUDULENT PRACTICE – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any Bidder, and includes collusive practice among Bidders (prior to and after the Bidder submission) designed to establish Bidder prices at artificial non-competitive levels and to deprive the Bidder of the benefits of free and open competition.</p> <p>INTEREST – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:</p> <p>(a) in respect of interest owed by the employer, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and</p> |
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(b) in respect of interest owed to the **employer**, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply

SECURITY – means the form of **security** provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expenses or loss.

1.6 Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been given when:

1.6.4 No clause

3.2.1 A **construction guarantee** in terms of 14.0, where so elected in his Bid.

3.7 Add at the end thereof:

The **contractor** shall supply and keep a copy of the **JBCC** Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the **site**, to which the **employer**, **principal agent** and **agents** shall have access to at all times.

3.10 Replace the second reference to “**principal agent**” with the word “**employer**”

4.3 No clause

5.1.2 under clause 41- Include reference to 32.6.3; 34.3 and 34.4 in terms of which the employer has retained its authority and has not given a mandate to the **principal agent** and in terms of which the employer shall sign all documents

10.5 Add the following as 10.5

Damage to the works

- a) Without in any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and **security** measures and other steps for the protection and **security** of the **works** as the **contractor** may deem necessary
- b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**
- c) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by the **employer** that is the result of the excepted risks as set out in 10.6
- d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

10.6 Add the following as 10.6

Injury to Persons or loss of or damage to Properties

- a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable

- b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable
- c) The **contractor** shall upon receiving a contract instruction from the **principal agent** cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**.
- d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**.
- e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor**, shall and will remain adequately insured or insured against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
- f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

10.7 Add the following as 10.7

HIGH RISK INSURANCE

In the event of the project being executed in a geological area classified as a “High Risk Area”, that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.7.1 Damage to the works

The **contractor** shall, from the **commencement date** of the **works** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and **security** measures and other steps for the protection of the **works** as he may deem necessary

When so instructed to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**, at the **contractor’s** own costs

10.7.2 Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty one (21) calendar days of the **commencement date** but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

10.7.4 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

14.0 Replace the entire clause 14.0 with the following:

14.0 **SECURITY**

14.1 In respect of contracts with a **contract sum** up to R1 million, the **security** to be submitted by the **contractor** to the **employer** will be as a payment reduction of five percent (5%) of the value certified in the **payment certificate** (excluding VAT)

14.1.1 The payment reduction of the value certified in a **payment certificate** shall be mutatis mutandi in terms of 31.8(A)

14.1.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction **security** or portions thereof to the **contractor**

14.2 In respect of contracts with a **contract sum** above R1 million, the **contractor** shall have the right to select the **security** to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the schedule. Such **security** shall be provided to the **employer** within fourteen (14) calendar days from **commencement date**. Should the **contractor** fail to select the **security** to be provided or should the **contractor** fail to provide the **employer** with the selected **security** within fourteen (14) calendar days from **commencement date**, the **security** in terms of 14.7 shall be deemed to have been selected.

14.3 Where the **security** as a cash deposit of ten percent (10%) of the **contract sum** (excluding VAT) has been selected:

14.3.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to ten percent (10%) of the **contract sum** (excluding VAT) within fourteen (14) calendar days from **commencement date**

- 14.3.2 Within fourteen (14) calendar days of the date of **practical completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to three percent (3%) of the contract value (excluding VAT), and refund the balance to the **contractor**
- 14.3.3 Within fourteen (14) calendar days of the date of **final completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to one percent (1%) of the contract value (excluding VAT) and refund the balance to the **contractor**
- 14.3.4 On the date of payment of the amount in the final **payment certificate**, the **employer** shall refund the remainder of the cash deposit to the **contractor**
- 14.3.5 The **employer** shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the cash deposit **security** or portions thereof to the **contractor**
- 14.3.6 The parties expressly agree that neither the **employer** nor the **contractor** shall be entitled to cede the rights to the deposit to any third party
- 14.4 Where **security** as a variable **construction guarantee** of ten percent (10%) of the **contract sum** (excluding VAT) has been selected: **NOT APPLICABLE**
- 14.4.1 The **contractor** shall furnish the **employer** with an acceptable variable **construction guarantee** equal in value to ten percent (10%) of the **contract sum** (excluding VAT) within fourteen (14) calendar days from **commencement date**
- 14.4.2 The variable **construction guarantee** shall reduce and expire in terms of the Variable **Construction guarantee** form included in the invitation to Bidder
- 14.4.3 The **employer** shall return the variable **construction guarantee** to the **contractor** within fourteen (14) calendar days of it expiring
- 14.4.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall issue a written demand in terms of the variable **construction guarantee**
- 14.5 Where **security** as a fixed **construction guarantee** of five percent (5%) of the **contract sum** (excluding VAT) and a five percent (5%) payment reduction of the value certified in the **payment certificate** (excluding VAT) has been selected:
- 14.5.1 The **contractor** shall furnish a fixed **construction guarantee** to the **employer** equal in value to five percent (5%) of the **contract sum** (excluding VAT) within fourteen (14) calendar days from **commencement date**
- 14.5.2 The fixed **construction guarantee** shall come into force on the date of issue and shall expire on the date of the last **certificate of practical completion**
- 14.5.3 The **employer** shall return the fixed **construction guarantee** to the **contractor** within fourteen (14) calendar days of it expiring
- 14.5.4 The payment reduction of the value certified in a **payment certificate** shall be in terms of 31.8(A) and 34.8
- 14.5.5 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall be entitled to issue a written demand in terms of the fixed **construction guarantee** or may recover from the payment reduction or may do both
- 14.6 Where **security** as a cash deposit of five percent (5%) of the **contract sum** (excluding VAT) and a payment reduction of five percent (5%) of the value certified

in the **payment certificate** (excluding VAT) has been selected:

- 14.6.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to five percent (5%) of the **contract sum** (excluding VAT) within fourteen (14) calendar days from **commencement date**
- 14.6.2 Within twenty-one (21) calendar days of the date of **practical completion** of the **works** the **employer** shall refund the cash deposit in total to the **contractor**
- 14.6.3 The payment reduction of the value certified in a **payment certificate** shall be mutatis mutandi in terms of 31.8(A)
- 14.6.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both
- 14.7 Where **security** as a payment reduction of ten percent (10%) of the value certified in the **payment certificate** (excluding VAT) has been selected:
- 14.7.1 The payment reduction of the value certified in a **payment certificate** shall be mutatis mutandi in terms of 31.8(B)
- 14.7.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the **contractor**
- 14.8 Payments made by the guarantor to the **employer** in terms of the fixed or variable **construction guarantee** shall not prejudice the rights of the **employer** or **contractor** in terms of this agreement
- 14.9 Should the **contractor** fail to furnish the **security** in terms of 14.2 the **employer**, in his sole discretion, and without notification to the **contractor**, is entitled to change the **contractor's** selected form of **security** to that of a ten percent (10%) payment reduction of the value certified in the **payment certificate** (excluding VAT),
- whereafter 14.7 shall be applicable
- 15.1.1 No clause
- 15.1.4 Add 15.1.4 as follows:
- An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within fourteen (14) calendar days of **commencement date**.
- The abovementioned plan shall also address all additional requirements with regard to the Coronavirus pandemic in terms of all Covid-19 legislation, regulations and guidelines as an additional safe work procedure on site.
- 15.2.1 Under 41: Amend to read as follows:
- "Give the **contractor** possession of the site within five (5) working days of the **contractor** complying with the terms of 15.1.2 and 15.1.4
- 17.1.11 Delete the words "and the appointment of **nominated** and **selected subcontractors**"
- 20.1.3 No clause
- 21.0 No clause

- 29.2.5 No clause
- 31.5.2 Security adjustments in terms of 14.0 and 31.8
- 31.1.4 Add 15.1.4 as follows:
- 31.6 The value of materials and goods in terms of 31.4.2 shall be included in the value certified only where, to the satisfaction of the principal agent, the materials and goods are:
- 31.6.5 Add 31.6.5 as follows:
Covered by an advance payment guarantee or such other security as may be accepted by the employer where stored off the site. Standard JBCC Guarantee wording would be applicable.
- 31.8 Amend as follows:
- 31.8(A) Where a **security** is selected in terms of 14.1; 14.5 or 14.6, the value of the **works** in terms of 31.4.1 and of the **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:
- 31.8(A).1 Ninety-five percent (95%) of such value in interim **payment certificates** issued up to the date of **practical completion**
- 31.8(A).2 Ninety-seven percent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**
- 31.8(A).3 Ninety-nine percent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6
- 31.8(A).4 One hundred percent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**.
- 31.8(B) Where **security** is a payment reduction in term of 14.7 has been selected the value of the **works** in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:
- 31.8(B).1 Ninety percent (90%) of such value in interim **payment certificates** issued up to the date of **practical completion**
- 31.8(B).2 Ninety-seven percent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**
- 31.8(B).3 Ninety-nine percent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6
- 31.8(B).4 One hundred percent (100%) of such value in the final **payment certificate** in terms of 34.6 except were the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**
- 31.9 Replace "twenty-one (21) calendar days" with "thirty (30) calendar days". Should the

Contractor's tax clearance certificate expire during the contract period, the Employer shall be entitled to withhold payment without incurring any liability for interest, until a valid tax clearance certificate is submitted to the Employer, at which point, upon that date, the thirty (30) day period for due date of payment of the invoice shall commence.

- 31.12 Delete the following: "Payment shall be subject to the **employer** giving the **contractor** a tax invoice for the amount due."
- 32.5.1 Add the following to the end of each of these clauses: "...due to no fault of the
32.5.4 **contractor**"
and
32.5.7
- 32.12 Replace "**contractor**" with "**employer**"
- 33.2 Add the following clauses 33.2.9 to 33.2.13:
- 33.2.9 the **contractor's** failure or neglect to commence with the **works** on the dates prescribed in the contract
- 33.2.10 the **contractor's** failure or neglect to proceed with the **works** in terms of the contract
- 33.2.11 the **contractor's** failure or neglect for any reason to complete the **works** in accordance with the contract
- 33.2.12 the **contractor's** refusal or neglect to comply strictly with any of the conditions of contract or any contract instructions and/or orders in writing given in terms of the contract
- 33.2.13 the **contractor's** estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa
- 34.13 Replace "seven (7) calendar days" with "thirty (30) calendar days" and delete the words: "subject to the **employer** giving the **contractor** a tax invoice for the amount due" as per **PPPFA**
- 36.3 Remove reference to "No clause", and replace "**principal agent**" with "**employer**"
- 36.7 Add the following: "Notwithstanding any clause to the contrary, on cancellation of this
37.5 this agreement either by the **employer** or the **contractor**; or for any reason whatsoever
and whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a
38.7 date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever"
- 37.3.5 Replace "ninety (90)" with "one hundred and twenty (120)"
and
38.5.4
- 39.3.5 Add the following words at the end thereof: "within one hundred and twenty (120) **working days** of completion of such report"
- 40.2.2 under clause 41 – Replace "one (1) year" with "three (3) years"
- 40.6 under clause 41 – Remove reference to no clause
- 40.7.1 Change "(10)" to "(15)"
- Add the following to the end thereof:
- Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs.

| | |
|------------------|---|
| | |
| 42.0 | PART 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR |
| 42.0.1 | The successful contractor must have a built environment professional on his staff or he must employ one for the duration of the contract. |
| 42.0.2 | All bids shall remain valid for a period of one hundred and twenty (120) calendar days after the Request for Bid closing date. |
| 42.0.3 | The successful bidder will be required to submit an Approved Health and Safety File within fourteen (14) calendar days upon receipt of the letter of award. |
| 42.0.4 | The successful bidder will be required to submit a letter of good standing from the compensation commission or FEMA within fourteen (14) calendar days upon receipt of the letter of award. |
| 42.0.5 | The successful Bidder will be required to submit a construction program and contractor's cash flow within twenty one (21) calendar days upon receipt of the letter of award. |
| 42.0.6 | At least thirty percent (30%) of the total labour force employed during the execution of the works , shall be from the local community. |
| 42.0.7 | Labour rates to be inline with National Minimum Wage Act. |
| | POST-BID INFORMATION |
| 42.5 | CONTRACT DETAILS |
| 42.5.1 | <p>Contractor:</p> <p>.....</p> <p>Postal address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Tel: Fax: E-mail:</p> <p>TAX / VAT Registration No:</p> <p>Physical address:</p> <p>.....</p> <p>.....</p> <p>.....</p> |
| 42.5.2 | <p>The accepted contract sum inclusive of tax is</p> <p>R.....</p> <p>Amount in words:</p> <p>.....</p> |
| 42.5.3 [31.3] | <p>The latest day of the month for the issue of an interim payment certificate:</p> <p>.....</p> |
| 42.5.4 | The preliminaries amounts shall be paid in terms of: Alternative A <input checked="" type="checkbox"/> Alternative B <input type="checkbox"/> |

| | | | | | | | | | | | | | | | | |
|---|---|--|--|---|--|--|--|---|--|-----------------------------|---------------------------|--|-----------------------------|------------------------|--|---|
| [32.12] | | | | | | | | | | | | | | | | |
| 42.5.5 [32.12] | The preliminaries amounts shall be adjusted in terms of: Alternative A <input checked="" type="checkbox"/> Alternative B <input type="checkbox"/> | | | | | | | | | | | | | | | |
| 42.5.7 [14] | <p>The security to be provided by the contractor:</p> <p>(a) in respect of contracts up to R1 million, the contractor will provide security in terms of 14.1</p> <p>(b) in respect of contracts above R1 million, the contractor will provide, as security, one of the following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">(1) cash deposit of 10% of the contract sum (excluding VAT)</td> <td style="width: 20%; text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> <tr> <td>(2) payment reduction of 10% of the value certified in the payment certificate (excluding VAT)</td> <td style="text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> <tr> <td>(3) cash deposit of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)</td> <td style="text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> <tr> <td>(4) fixed construction guarantee of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)</td> <td style="text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table> <p>NB: Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.</p> | (1) cash deposit of 10% of the contract sum (excluding VAT) | Yes <input type="checkbox"/> No <input type="checkbox"/> | (2) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) | Yes <input type="checkbox"/> No <input type="checkbox"/> | (3) cash deposit of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) | Yes <input type="checkbox"/> No <input type="checkbox"/> | (4) fixed construction guarantee of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) | Yes <input type="checkbox"/> No <input type="checkbox"/> | | | | | | | |
| (1) cash deposit of 10% of the contract sum (excluding VAT) | Yes <input type="checkbox"/> No <input type="checkbox"/> | | | | | | | | | | | | | | | |
| (2) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) | Yes <input type="checkbox"/> No <input type="checkbox"/> | | | | | | | | | | | | | | | |
| (3) cash deposit of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) | Yes <input type="checkbox"/> No <input type="checkbox"/> | | | | | | | | | | | | | | | |
| (4) fixed construction guarantee of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) | Yes <input type="checkbox"/> No <input type="checkbox"/> | | | | | | | | | | | | | | | |
| 42.5.8 [29.7.2] | The annual building holiday period after the commencement of the construction period: from to | | | | | | | | | | | | | | | |
| 42.6 | DOCUMENTS | | | | | | | | | | | | | | | |
| 42.6.1 | <p>Contract documents marked and annexed hereto:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 35%;">Priced bills of quantities:</td> <td style="width: 25%;">Yes <input type="checkbox"/> No <input type="checkbox"/></td> <td style="width: 40%;">Document marked as</td> </tr> <tr> <td>Lump sum document:</td> <td>Yes <input type="checkbox"/> No <input type="checkbox"/></td> <td>Document marked as</td> </tr> <tr> <td>Guarantees:</td> <td>Yes <input type="checkbox"/> No <input type="checkbox"/></td> <td>Document marked as</td> </tr> <tr> <td>Contract drawings:</td> <td>Yes <input type="checkbox"/> No <input type="checkbox"/></td> <td>Document marked as</td> </tr> <tr> <td>Other documents</td> <td>Yes <input type="checkbox"/> No <input type="checkbox"/></td> <td>(attach additional pages if more space is required)</td> </tr> </table> <p>.....</p> <p>....</p> <p>.....</p> <p>....</p> <p>.....</p> <p>....</p> | Priced bills of quantities: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Document marked as | Lump sum document: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Document marked as | Guarantees: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Document marked as | Contract drawings: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Document marked as | Other documents | Yes <input type="checkbox"/> No <input type="checkbox"/> | (attach additional pages if more space is required) |
| Priced bills of quantities: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Document marked as | | | | | | | | | | | | | | |
| Lump sum document: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Document marked as | | | | | | | | | | | | | | |
| Guarantees: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Document marked as | | | | | | | | | | | | | | |
| Contract drawings: | Yes <input type="checkbox"/> No <input type="checkbox"/> | Document marked as | | | | | | | | | | | | | | |
| Other documents | Yes <input type="checkbox"/> No <input type="checkbox"/> | (attach additional pages if more space is required) | | | | | | | | | | | | | | |

| | |
|--|---|
| | <p>.....</p> <p>...</p> <p>.....</p> <p>...</p> <p>.....</p> <p>...</p> |
|--|---|

| | | |
|-------------|--|--|
| 42.8 | SIGNATURES OF THE CONTRACTING PARTIES | |
| | Thus done and signed at _____ on _____ | |
| | _____ Name of signatory | _____ for and behalf of the Employer who by signature hereof warrants authorization hereto |
| | _____ Capacity of signatory | _____ as Witness |
| | Thus done and signed at _____ on _____ | |
| | _____ Name of signatory | _____ for and behalf of the Contractor who by signature hereof warrants authorization |
| | hereto | |
| | _____ Capacity of signatory | _____ as Witness |

C1.3 Form of Guarantee

C 1.3.1: FIXED CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

| | |
|-----------------------|---|
| Project title: | Appointment of a contractor for the completion of Thubalethu High School |
| Bid No: | SCMU6-23/24-0005 |

1. With reference to the contract between _____

_____ (hereinafter referred to as the "**contractor**") and the **Eastern Cape Department of Education** (hereinafter referred to as the "**employer**"). Request for Bid No: **SCMU6-23/24-0005** for the **Appointment of a contractor for the completion of Thubalethu High School** (hereinafter referred to as the "contract")

in the amount of R _____, (_____) (amount in words),
(hereinafter referred to as the **contract sum** excluding VAT.)

I/We, _____

in my/our capacity as _____ and hereby

representing _____ (hereinafter

referred to as the **guarantor**) advise that the **guarantor** hold at the **employer's** disposal the sum of

R _____ (_____)

(amount in words) being 5% of the **contract sum** (excluding VAT), for the due fulfilment of the contract.

2. The **guarantor** hereby renounces the benefits of the exceptions non numeratae pecunia, non causa debiti; excussionis et divisionis; and all other exceptions which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof i/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed, during the period when the claim is received by the **guarantor**, on receipt of a written demand from the **employer** to do so, and which demand the **employer** may make if the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
3. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer**, at any stage prior to the expiry of this guarantee.
4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the **construction period**, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
6. This undertaking is neither negotiable nor transferable, and
 - a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
 - b) shall lapse on the date of the last **certificate of practical completion**; and
 - c) shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20 _____

AS WITNESS

1. _____

2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____
(duly authorized thereto by resolution attached marked Annexure A)

DATE: _____

- A. No alterations and/or additions of the wording of this form will be accepted.
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.
- C. This GUARANTEE must be returned to:

Part 3: Returnable Schedules/Documents

T2.1 List of Returnable Documents

2.1 : LIST OF RETURNABLE DOCUMENTS

| | | | |
|-------------------------|---|----------------|-------------------------|
| Project title: | Appointment of a contractor for the completion of Thubalethu High School | | |
| Principal Agent: | Eastern Cape Province Department of Education | Bid No: | SCMU6-23/24-0005 |

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDEER EVALUATION PURPOSES

(Insert a tick in the "Returnable document" column to indicate which documents must be returned with the Bid)

| Bid Document Name | Number of pages issued | Returnable Document |
|--|------------------------|---|
| Declaration of Interest (SBD4) | 3 Pages | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Preference points claim form in terms of Preferential Procurement Regulations 2022 (SBD 6.1) | 6 Pages | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Local Production and Content (SBD 6.2) | 7 Pages | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Certificate of Authority for Signatory (T2.2.1) | 1 Page | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Certificate of Authority for Joint Ventures (T2.2.2) | 1 Page | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Schedule of Proposed Subcontractors (T2.2.3) | 1 Page | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Final Summary Page of Bills of Quantities (C1.1a) | 1 Page | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Completed Project Reference Forms (T2.2.13) | 6 Pages | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

2. OTHER DOCUMENTS REQUIRED FOR REQUEST FOR BID EVALUATION PURPOSES

| Bid Document Name | Number of pages issued | Returnable Document |
|--|------------------------|---|
| Site Inspection Certificate (T2.2.4) | 1 Page | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Capacity of the Bidder (T2.2.6) | 1 Page | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Relevant Project Experience - Completed Projects (T2.2.7) | 1 Page | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Relevant Project Experience - Current Projects (T2.2.8) | 1 Page | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| CIDB Grading Certificate (T2.2.11) | 1 Page | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| CIPC Company Registration Certificate (T2.2.12) | 1 Page | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| ID's of shareholders, members, partners or sole proprietor (T2.2.12) | 1 Page | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Letter of Good Standing from Bank (T2.2.12) | 1 Page | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Letter of Good Standing from Compensation Fund (T2.2.12) | 1 Page | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| CSD Registration Summary Report (T2.2.12) | 1 Page | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| SARS Tax Clearance Certificate and Pin (T2.2.12) | 1 Page | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Proof of Locality of Head Office (T2.2.12) | 1 Page | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

| Bid Document Name | Number of pages issued | Returnable Document |
|---|-------------------------------|---|
| Record of Addenda to Request for Bid Documents (T2.2.5) | 1 Page | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Schedule of Plant and Equipment (T2.2.9) | 1 Page | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Compulsory Enterprise Questionnaire (T2.2.10) | 1 Page | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

| Bid Document Name | Number of pages issued | Returnable Document |
|---|-------------------------------|---|
| Form of Offer and Acceptance (C1.1) | 3 Pages | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Contract Data (C1.2) | 14 Pages | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Applicable form of Guarantee (C1.3) | 4 Pages | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Priced Bills of Quantities including Preliminaries (C2.2) | 90 Pages | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

T2.2 Returnable schedules

SBD 4 : BIDDER'S DISCLOSURE

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
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| | | |
| | | |

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?
YES/NO

2.3.1 If so, furnish particulars:

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS

OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND

COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS

DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

² 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.

SBD 6.1 : Preference Points Claim Form

SBD 6.1

PREFERENCE POINTS CLAIM FORM

In order to claim preference points, Bidders are to note the following:

- The SBD 6.1 form must be completed and duly signed.
- EME's with an annual total revenue of R3 million or less, are required to submit a sworn affidavit (Construction Charter) confirming their level of black ownership, etc to claim points.

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.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

| | POINTS |
|--|------------|
| PRICE | 80 |
| SPECIFIC GOALS | 20 |
| Total points for Price and SPECIFIC GOALS | 100 |

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (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) |
|---|--|--|--|--|
| Historically Disadvantaged individuals | 2 | 4 | | |
| Ownership with Disabilities | 1 | 2 | | |
| Youth Ownership | 2 | 3 | | |
| Woman Ownership | 2 | 3 | | |
| Enterprises located in the Eastern Cape Province | 3 | 8 | | |

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: | ..... |
| | |
| | |
| | |
| | |

SBD 6.2: Local Production and Content

SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2022, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2022 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and Specific Goals
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

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

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

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

| <u>Description of services, works or goods</u> | <u>Stipulated minimum threshold</u> |
|--|-------------------------------------|
| Reinforcement | 100% |
| Roof coverings | 100% |
| Steel windows, doors and frames | 100% |
| Sundry metalwork and structural steelwork | 100% |
| Gutters and down pipes | 100% |

| | |
|---------------------|------|
| uPVC and HDPE pipes | 100% |
| Electrical cables | 100% |
| Fencing | 100% |

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

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

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

| Currency | Rates of exchange |
|----------------|-------------------|
| US Dollar | |
| Pound Sterling | |
| Euro | |
| Yen | |
| Other | |

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

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO. SCMU6-23/24-0005

ISSUED BY: (Procurement Authority / Name of Institution):

.....
 NB

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

I, the undersigned, (full names),
 do hereby declare, in my capacity as
 of (name of bidder entity), the
 following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

| | |
|--|---|
| Bid price, excluding VAT (y) | R |
| Imported content (x), as calculated in terms of SATS 1286:2011 | R |
| Stipulated minimum threshold for local content (paragraph 3 above) | |
| Local content %, as calculated in terms of SATS 1286:2011 | |

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2022 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annexure C

Local Content Declaration – Summary Schedule

| | | | | | | | |
|------|---------------------------|-------|--|-----|--|------|--|
| (C1) | Tender No. | | | | | | |
| (C2) | Tender Description: | | | | | | |
| (C3) | Designated product(s) | | | | | | |
| (C4) | Tender Authority: | | | | | | |
| (C5) | Tender Entity Name: | | | | | | |
| (C6) | Tender Exchange Rate: | Pula: | | EU: | | GBP: | |
| (C7) | Specified local content % | | | | | | |

Note: VAT to be excluded from all calculations

| | | Calculation of Local Content | | | | | |
|------------------|---------------|---------------------------------|-------------------------|---|----------------|-------------|----------------------------|
| Tender item no's | List of items | Tender price – each (excl. VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) |
| (C8) | (C9) | (C10) | (C11) | (C12) | (C13) | (C14) | (C15) |
| | | | | | | | |
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| Tender Summary | | | |
|----------------|--------------------|---------------------------------|------------------------|
| Tender Qty | Total tender value | Total exempted imported content | Total imported content |
| (C16) | (C17) | (C18) | (C19) |
| | | | |
| | | | |
| | | | |
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| | |
|---|--|
| (C20) Total tender value | |
| (C21) Total Exempt imported content | |
| (C22) Total tender value net of exempt imported content | |
| (C23) Total Imported content | |
| (C24) Total local content | |
| (C25) Average local content % of tender | |

Signature of Bidder from Annex B

Date: _____

Annexure D

Imported Content Declaration – Supporting Schedule to Annex C

| | | | | | | | |
|------|-----------------------|-------|--|-----|--|------|--|
| (D1) | Tender No. | | | | | | |
| (D2) | Tender Description: | | | | | | |
| (D3) | Designated product(s) | | | | | | |
| (D4) | Tender Authority: | | | | | | |
| (D5) | Tender Entity Name: | | | | | | |
| (D6) | Tender Exchange Rate: | Pula: | | EU: | | GBP: | |

Note: VAT to be excluded from all calculations

| A. Exempted imported content | | | | Calculation of imported content | | | | | | Summary | |
|------------------------------|---------------------------------|----------------|-------------------|--|-------------------------|------------------------|--------------------------------|---|-----------------------------|------------|-------------------------|
| Tender Item no's | Description of imported content | Local supplier | Overseas supplier | Foreign currency value as per commercial invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl. VAT | Tender QTY | Exempted imported value |
| (D7) | (D8) | (D9) | (D10) | (D11) | (D12) | (D13) | (D14) | (D15) | (D16) | (D17) | (D18) |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

(D19) Total exempt imported value

This total must correspond with Annex C - C21

| B. Imported directly by Tenderer | | | | Calculation of imported content | | | | | | Summary | |
|----------------------------------|---------------------------------|-----------------|-------------------|--|-------------------------|------------------------|--------------------------------|---|-----------------------------|------------|----------------------|
| Tender Item no's | Description of imported content | Unit of measure | Overseas supplier | Foreign currency value as per commercial invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl. VAT | Tender QTY | Total imported value |
| (D20) | (D21) | (D22) | (D23) | (D24) | (D25) | (D26) | (D27) | (D28) | (D29) | (D30) | (D31) |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

(D32) Total imported value by tenderer

| C. Imported by a 3 rd party and supplied to the Tenderer | | | | Calculation of imported content | | | | | | Summary | |
|---|-----------------|----------------|-------------------|--|-------------------------|------------------------|--------------------------------|---|-----------------------------|------------|----------------------|
| Description of imported content | Unit of Measure | Local Supplier | Overseas supplier | Foreign currency value as per commercial invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl. VAT | Tender QTY | Total imported value |
| (D33) | (D34) | (D35) | (D36) | (D37) | (D38) | (D39) | (D40) | (D42) | (D42) | (D43) | (D44) |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

(D45) Total imported value by 3rd party

| D. Other foreign currency payments | | | | | Calculation of foreign currency | | Summary of Payments |
|------------------------------------|-----------------------------------|----------------------|-----------------------------|-------------------------|---------------------------------|--|-------------------------|
| Type of payment | Local Supplier making the payment | Overseas beneficiary | Foreign currency value paid | Tender Rate of Exchange | | | Local value of payments |
| (D46) | (D47) | (D48) | (D49) | (D50) | | | (D51) |
| | | | | | | | |
| | | | | | | | |

Signature of tenderer from Annex B

(D52) Total of foreign currency payments by tenderer/or 3rd party

Date: _____

(D53) Total of imported content & foreign currency payments (D32), (D45) & (D52) above

This total must correspond with Annex C – C23

Annexure E

Local Content Declaration – Supporting Schedule to Annex C

| | | |
|------|-----------------------|--|
| (E1) | Tender No. | |
| (E2) | Tender Description: | |
| (E3) | Designated product(s) | |
| (E4) | Tender Authority: | |
| (E5) | Tender Entity Name: | |

Note: VAT to be excluded from all calculations

| Local Products (Goods, Services and Works) | Description of items purchased | Local Suppliers | Value |
|--|--------------------------------|-----------------|-------|
| | (E6) | (E7) | (E8) |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| (E9) Total local products (Goods, Service and Works) | | | |

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

This total must correspond with annex C – C24

Signature of tenderer from Annex B

Date: _____

T2.2.1 Certificate of Authority for Signatory

T2.2.1: CERTIFICATE OF AUTHORITY FOR SIGNATORY

| | |
|----------------|--|
| Project title: | Appointment of a contractor for the completion of Thubalethu High School |
| Bid No: | SCMU6-23/24-0005 |

NOTE: This returnable document must be on a company letterhead

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form on the company's letterhead.

An example is given below:

"By resolution of the board of directors passed at a meeting held on _____

Mr/Ms _____, whose signature appears below, has been duly authorised to sign all documents in connection with the bidder for Contract No. _____

and any Contract which may arise there from on behalf of (Block Capitals) _____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

1. _____ SIGNATURE: _____

2. _____ SIGNATURE: _____

T2.2.2 Certificate of Authority for Joint Ventures

T2.2.2: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

| | |
|-----------------------|---|
| Project title: | Appointment of a contractor for the completion of Thubalethu High School |
| Bid No: | SCMU6-23/24-0005 |

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this Request for Bid in Joint Venture and hereby authorise Mr/Ms _____, of the company _____

_____, acting in the capacity of lead partner, to sign all documents in connection with the Request for Bid and any contract resulting from it on our behalf.

| Name of Firm | Address | Duly Authorised Signatory |
|---------------------------|---------|---|
| Lead Partner _____ | | Signature: _____ Name: _____ Designation: _____ |
| _____ | | Signature: _____ Name: _____ Designation: _____ |
| _____ | | Signature: _____ Name: _____ Designation: _____ |
| _____ | | Signature: _____ Name: _____ Designation: _____ |

T2.2.4 Site Inspection Certificate

T2.2.4: SITE INSPECTION CERTIFICATE

| | |
|-----------------------|---|
| Project title: | Appointment of a contractor for the completion of Thubalethu High School |
| Bid No: | SCMU6-23/24-0005 |

I/We have visited the site for the above-mentioned works at the date specified below.

I/We have thoroughly studied the site, plans and contract documents and I/We have brought myself/ourselves fully conversant with all aspects which could possibly influence the construction of the works.

I/We further certify that I/We am/are satisfied with the description of the works and the explanation given to me/us by the Representative/Agent at the inspection and I/We fully understand the extent of the work to be done as specified and implied for the execution of this contract.

Date of Inspection:

Time of Inspection:

Name of Tenderer

Signature of Tender

Signature of Representative/Agent

Date

T2.2.5 Record of Addenda to Request for Bid Documents

T2.2.5: RECORD OF ADDENDA TO BID DOCUMENTS

| | |
|-----------------------|---|
| Project title: | Appointment of a contractor for the completion of Thubalethu High School |
| Bid No: | SCMU6-23/24-0005 |

| We confirm that the following communications received from the Employer before the submission of this Request for Bid offer, amending the Request for Bid documents, have been taken into account in this Request for Bid offer: | | |
|--|------|------------------|
| | Date | Title or Details |
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Bidder _____

T2.2.6 Capacity of Bidder

T2.2.6: CAPACITY OF THE BIDDER

| | |
|-----------------------|---|
| Project title: | Appointment of a contractor for the completion of Thubalethu High School |
| Bid No: | SCMU6-23/24-0005 |

WORK CAPACITY: (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Details of project team including CV, qualifications and proof of registration completed for each individual to be provided by Bidder. Failure to furnish the particulars may result in the Bid being disregarded.)

Artisans and Employees: (Artisans and Employees to be, or are, employed for this project)

| Quantity / No. of Resources | Categories of Employee - Key Personnel (part of Business Enterprise) | Professional Registration No. | Date of Employment |
|-----------------------------|--|-------------------------------|--------------------|
| | Site Agent | | |
| | Project Manager | | |
| | Foreman | | |
| | Quality Control & Safety Officer-Construction Supervisor | | |
| | Artisans | | |
| | Unskilled employees | | |
| | Others | | |

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the Bidder are within my personal knowledge and are to the best of my knowledge both true and correct.

| | | | |
|----------------|--------------|------------------|-------|
| Signed: | ..... ... | Date: | ..... |
| Name: | ..... ... | Position: | ..... |

Bidder:

T2.2.7 Relevant Project Experience - Completed Projects

T2.2.7: RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS

| | |
|-----------------------|---|
| Project title: | Appointment of a contractor for the completion of Thubalethu High School |
| Bid No: | SCMU6-23/24-0005 |

Bidders must submit a max one-page description of at least three projects successfully completed.

Attach a Completion Certificate for each of the project provided.

The description of each project must include the following information:

1. Essential introductory information:
 - 1.1. Name of project.
 - 1.2. Name of client.
 - 1.3. Contact details of client.
 - 1.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
 - 1.5. The period during which the project was performed, and also, if this is different, the period during which the Bidder's team members were contracted.
 - 1.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

| NO. | NAME OF PROJECT | NAME OF CLIENT | CONTACT DETAILS OF CLIENT | PROJECT VALUE | DATE COMPLETED |
|-----|-----------------|----------------|---------------------------|---------------|----------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |

Attach a separate page to address this issue (the above table is just for reference purposes).

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the Bidder are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed _____ Date _____

Name _____ Position _____

Bidder _____

T2.2.8 Relevant Project Experience - Current Projects

T2.2.8: RELEVANT PROJECT EXPERIENCE – CURRENT PROJECTS

| | |
|-----------------------|---|
| Project title: | Appointment of a contractor for the completion of Thubalethu High School |
| Bid No: | SCMU6-23/24-0005 |

Bidders must submit a max one-page description of at least three projects under construction/ on hold/ just handed over/ towards completion (if they exist).

Attach an Appointment letter for each of the project provided.

The description of each project must include the following information:

2. Essential introductory information:
 - 2.1. Name of project.
 - 2.2. Name of client.
 - 2.3. Contact details of client.
 - 2.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
 - 2.5. The period during which the project was performed, and also, if this is different, the period during which the Bidder’s team members were contracted.
 - 2.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

| NO. | NAME OF PROJECT | NAME OF CLIENT | CONTACT DETAILS OF CLIENT | CONTACT DETAILS OF REFERENCES | PROJECT VALUE | STAGE OF PROJECT |
|-----|-----------------|----------------|---------------------------|-------------------------------|---------------|------------------|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |

Attach a separate page to address this issue (the above table is just for reference purposes).

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the Bidder are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed _____ Date _____

Name _____ Position _____

Bidder _____

T2.2.9 Schedule of Plant & Equipment

T2.2.9: SCHEDULE OF PLANT AND EQUIPMENT

| | |
|-----------------------|---|
| Project title: | Appointment of a contractor for the completion of Thubalethu High School |
| Bid No: | SCMU6-23/24-0005 |

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

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

| Quantity | Description, size, capacity, etc. |
|----------|-----------------------------------|
| | |

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 Bid is acceptable.

| Quantity | Description, size, capacity, etc. |
|----------|-----------------------------------|
| | |

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Bidder _____

T2.2.10 Compulsory Enterprise Questionnaire

T2.2.10: COMPULSORY ENTERPRISE QUESTIONNAIRE

| | | | |
|--|--|------------------------------------|--|
| Project title: | Appointment of a contractor for the completion of Thubalethu High School | | |
| Bid No: | SCMU6-23/24-0005 | | |
| The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted. | | | |
| Section 1: Name of enterprise: | | | |
| Section 2: VAT registration number, if any: | | | |
| Section 3: CIDB registration number, if any: | | | |
| Section 4: CSD number: | | | |
| Section 5: Particulars of sole proprietors and partners in partnerships: | | | |
| Name* | Identity number* | Personal income tax number* | |
| | | | |
| | | | |
| | | | |
| *Complete only if sole proprietor or partnership and attach separate page if more than 3 partners | | | |
| Section 6: Particulars of companies and close corporations | | | |
| Company registration number: | | | |
| Close corporation number: | | | |
| Tax reference number: | | | |
| Section 7: SBD4 issued by National Treasury must be completed for each Bidder and be attached as a Request for Bid requirement. | | | |
| Section 8: SBD6 issued by National Treasury must be completed for each Bidder and be attached as a Request for Bid requirement. | | | |
| The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise: | | | |
| <ul style="list-style-type: none"> i) authorizes the employer to verify the Bidders tax clearance status from the South African Revenue Services that it is in order; ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004; iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise control over the enterprise appears, has within the last five years been convicted of fraud or corruption; iv) confirms that I / we are not associated, linked or involved with any other bidding entities submitting Request for Bid offers and have no other relationship with any of the Bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct. | | | |
| Signed | | Date | |
| Name | | Position | |
| Enterprise name | | | |

T2.2.11 CIDB Grading Certificate / Proof of Registration

T2.2.11: CIDB GRADING CERTIFICATE/PROOF OF REGISTRATION

| | |
|----------------|--|
| Project title: | Appointment of a contractor for the completion of Thubalethu High School |
| Bid No: | SCMU6-23/24-0005 |

Bidders are required to submit with their Request for Bid:

A Certificate of Contractor Registration issued by the Construction Industry Development Board.

**NOTE: PROOF OF CIDB GRADING TO BE ATTACHED TO THIS PAGE BY
BIDDER
IN THE CASE OF A JOINT VENTURE, SEPARATE CERTIFICATES IN
RESPECT OF EACH PARTNER MUST BE SUBMITTED**

T2.2.12 Other certificates, etc.

T2.2.12: OTHER CERTIFICATES, ETC TO BE PROVIDED BY BIDDER

| | |
|-----------------------|---|
| Project title: | Appointment of a contractor for the completion of Thubalethu High School |
| Bid No: | SCMU6-23/24-0005 |

Bidders are required to submit with their Request for Bid:

- Certified copy of CIPC company registration certificate
- Certified copies of ID's of shareholders, members, partners or sole proprietor
- Letter of Good Standing from Bank where Bidder's primary transaction account is
- Letter of Good Standing from Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993
- CSD Registration Summary Report dated not more than thirty (30) calendar days prior to the Request for Bid closing date
- Original valid SARS tax clearance certificate and pin
- Proof of locality of head office by way of certified copy of municipal account or lease agreement

NOTE: CERTIFICATES, ETC TO BE ATTACHED TO THE RELEVANT PAGE HEREAFTER

Insert certified copy of CIPC certificate

Insert certified copies of ID's

Insert Letter of Good Standing from Bank

**Insert Letter of Good Standing from Compensation
Fund**

Insert CSD Registration Summary Report

**Insert Original Valid SARS Tax Clearance Certificate
and Pin**

**Insert Certified Copy of
Municipal Account or Lease Agreement**

T2.2.13 Insert Completed Project Reference Forms

PROJECT REFERENCE RETURNABLE 1 OF 3

| | |
|-----------------------|---|
| Project title: | Appointment of a contractor for the completion of Thubalethu High School |
| Bid No: | SCMU6-23/24-0005 |

NOTE: This returnable document must be completed by the person who was the principal agent on a construction project of similar value and complexity that was completed successfully by the Bidder.

I, _____ (name and surname) of
 _____ (company name) declare

that I was the principal agent on the following building construction project successfully
 executed by _____ (name of Bidder):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

A. Please evaluate the performance of the Bidder on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

| | Very Poor 1 | Poor 2 | Fair 3 | Good 4 | Excellent 5 |
|--|----------------|-----------|-----------|-----------|----------------|
| 1. Project performance / time management / programming | | | | | |
| 2. Quality of workmanship | | | | | |
| 3. Resources: Personnel | | | | | |
| 4. Resources: Plant | | | | | |
| 5. Financial management / payment of subcontractors / cash flow, etc | | | | | |

B. Would you consider / recommend this Bidder again:

| | |
|-----|----|
| YES | NO |
| | |

C. Any other comments:

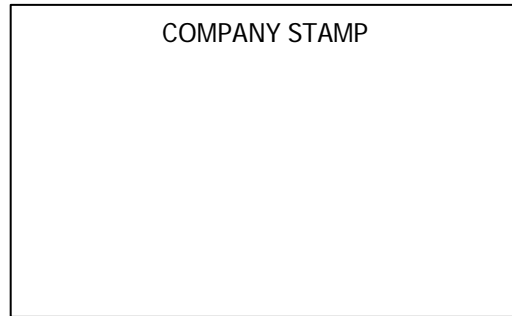
D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2023

Signature of principal agent



NOTE:

If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

Name of Bidder

Signature of Bidder

Date

PROJECT REFERENCE RETURNABLE 2 OF 3

| | |
|-----------------------|---|
| Project title: | Appointment of a contractor for the completion of Thubalethu High School |
| Bid No: | SCMU6-23/24-0005 |

NOTE: This returnable document must be completed by the person who was the principal agent on a construction project of similar value and complexity that was completed successfully by the Bidder.

I, _____(name and surname) of
 _____(company name) declare

that I was the principal agent on the following building construction project successfully
 executed by _____(name of Bidder):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

A. Please evaluate the performance of the Bidder on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

| | Very Poor 1 | Poor 2 | Fair 3 | Good 4 | Excellent 5 |
|--|----------------|-----------|-----------|-----------|----------------|
| 1. Project performance / time management / programming | | | | | |
| 2. Quality of workmanship | | | | | |
| 3. Resources: Personnel | | | | | |
| 4. Resources: Plant | | | | | |
| 5. Financial management / payment of subcontractors / cash flow, etc | | | | | |

B. Would you consider / recommend this Bidder again:

| | |
|-----|----|
| YES | NO |
| | |

C. Any other comments:

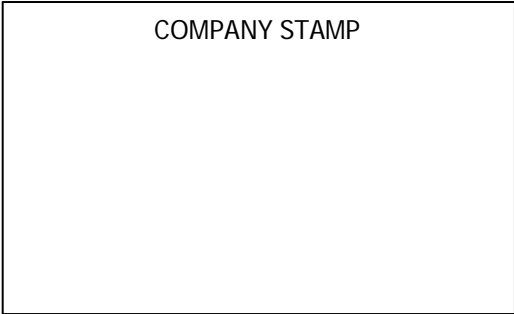
D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2023

Signature of principal agent



NOTE:

If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

Name of Bidder

Signature of Bidder

Date

PROJECT REFERENCE RETURNABLE 3 OF 3

| | |
|-----------------------|---|
| Project title: | Appointment of a contractor for the completion of Thubalethu High School |
| Bid No: | SCMU6-23/24-0005 |

NOTE: This returnable document must be completed by the person who was the principal agent on an construction project of similar value and complexity that was completed successfully by the Bidder.

I, _____(name and surname) of
 _____(company name) declare

that I was the principal agent on the following building construction project successfully
 executed by _____(name of Bidder):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

A. Please evaluate the performance of the Bidder on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

| | Very Poor 1 | Poor 2 | Fair 3 | Good 4 | Excellent 5 |
|--|----------------|-----------|-----------|-----------|----------------|
| 1. Project performance / time management / programming | | | | | |
| 2. Quality of workmanship | | | | | |
| 3. Resources: Personnel | | | | | |
| 4. Resources: Plant | | | | | |
| 5. Financial management / payment of subcontractors / cash flow, etc | | | | | |

B. Would you consider / recommend this Bidder again:

| | |
|-----|----|
| YES | NO |
| | |

C. Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2023

Signature of principal agent

| |
|---------------|
| COMPANY STAMP |
|---------------|

NOTE:

If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

Name of Bidder

Signature of Bidder

Date

THE CONTRACT

Part 4: Scope of Work

C3.1 Scope of work

C3.1: SCOPE OF WORKS – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

| | |
|-----------------------|---|
| Project title: | Appointment of a contractor for the completion of Thubalethu High School |
| BID No: | SCMU6-23/24-0005 |

C3. Scope of Works

1. GENERAL

a) EXTENT OF THE WORKS

The work comprises of:

- Water supply
- Sewerage and
- Roads and Stormwater

b) ORDER OF THE WORKS

Commencement of the works after handover, daily progress and completion of the works is critical to the success of the program and will thus be closely and strictly monitored. Decisive action will be taken against any potential risks that could lead to time over run on the contract period. The bidder is to take specific notice of this, most especially to the penalty clause.

c) BUILDING OCCUPIED

Yes

d) ACCESS – Gravel Road

C3.2 Health and Safety Specification

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

FOR

**CONSTRUCTION OR REFURBISHMENT OF EC
SCHOOLS (SMALL PROJECTS)**

**EASTERN CAPE DEPARTMENT OF
EDUCATION**

(THE “CLIENT”)

| | |
|--------------|--------------------------------|
| Prepared By: | Dr. Claire Deacon CHSA010/2013 |
| | |

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| Project Details | |
|---------------------------------------|---------------------|
| Date of compilation: | Revision number: 00 |
| Value of project: | Commencement date: |
| | Contract period: |
| | |
| Occupational Health and Safety Agent: | |

| <i>Professional responsibilities</i> | <i>Company</i> | <i>Contact person</i> | <i>Telephone</i> | <i>Fax</i> | <i>email</i> |
|--------------------------------------|----------------|-----------------------|------------------|------------|--------------|
| Architects | | | | | |
| Civil Engineers | | | | | |
| Structural Engineers | | | | | |
| Electrical Engineers | | | | | |
| HVAC Engineers & Fire Consultants | | | | | |
| Quantity Surveyors | | | | | |

Site Details:

Locality of the works:

REFERENCES,

- Occupational Health and Safety Act (OHSA) No. 85 of 1993 and Regulations (as amended);
- Compensation for Injury and Occupational Diseases Act (COIDA) No. 100 of 1993 (as amended);
- South African Council for the Project and Construction Management Professions (SACPCMP) 2013: Scope of services for the OHS Consultant, Manager and Officer;
- Any other internal standards and specifications developed by the Client as they affect the operations, and
- The amended Baseline Risk assessment
- South African Roads Traffic Safety Manual (SARTSM) Chapter 2, Volume 13 of 1999
- Road Traffic Safety Act No. 93 of 1996 (as amended)
- Construction Specifications & Standards 6.0 for Southern Africa. Hans Wegelin 6th Edition 2010
- SANS Code 10400
- SABS 1200

1. LIST OF ABBREVIATIONS

| | |
|------|--|
| AIA | Approved Inspection Authority |
| BoQ | Bill of Quantities |
| CC | Compensation Commissioner |
| CR | Construction Regulations |
| CHSO | Construction Health and Safety Officer |
| DMR | Driven Machinery Regulations |
| DEL | Department of Employment and Labour |
| FEMA | Federated Employers Mutual Association |
| GAR | General Administration Regulations |

| | |
|---------|---|
| GSR | General Safety Regulations |
| HCSR | Hazardous Chemical Substances Regulations |
| HIRA | Hazard Identification Risk Assessment |
| H&S | Health and Safety |
| ER | Engineer's Representative |
| LI | Labour Intensive |
| DMA | Disaster Management Act |
| OH | Occupational Health |
| OHSA | Occupational Health and Safety Act No. 85 of 1993 (as amended) |
| SSHSS | Site Specific Health and Safety Specification |
| PC | Principal Contractor |
| PPE | Personal Protective Equipment |
| SANS | South African National Standards (Authority) |
| SACPCMP | South African Council for Project and Construction Management Professions |
| SDS | Safety Data Sheet |
| SMME | Small, Micro, Medium Enterprise |
| SWP | Safe Work Procedure |

Each year fatalities, serious injuries and poor attitudes of Contractors mar the reputation of the Construction Industry. The CLIENT has a responsibility to limit its risk by ensuring a zero tolerance and better practice approach to Contractors and those affiliated to a particular project. Thus, a high premium is placed on the health and safety (H&S) of the Client and stakeholders, which include its employees, professional service providers, public and its physical assets.

The responsibilities that the Client and relevant stakeholders have toward its employees are captured in, but not limited to this document. The responsibilities stem from both moral, civil and a variety of legal obligations. The Principal Contractor is to take due cognisance of the above statement.

Where there is an appointed OHS Consultant its behalf, shall provide a site specific Health & Safety Specification (SSHSS) for the project and provide the Principal Contractor/s (PC) making a bid or appointed to perform construction work for the project, or parts thereof.

By drawing up this SSHSS, the Client has endeavoured to address the most critical aspects relating to H&S issues in order to assist the contractor in adequately providing for the health and safety of employees on site.

Should the Client not have addressed all H&S aspects pertaining to the work that is tendered for, the contractor needs to include it in the SSHSP and inform the Client of such issues when submitting the tender, or as soon as identified.

Notwithstanding the above, cognisance needs to be taken of the current Disaster Management Plan, and all the requirements of the current levels of lockdown, standards, guidelines and information published from time to time.

2. Purpose of the Site Specific Health and Safety Specification (SSHSS)

The SSHSS is a performance specification to ensure that the Client and any bodies that enter into formal agreements with the Client, Agents, Professional Designers (Engineers, Quantity Surveyors and Architects), Principal Contractors and Contractors achieve an acceptable level of OHS performance.

No advice, approval of any document required by the SSHSS, such as hazard identification and risk assessments, or any other form of communication from the Client shall be construed as acceptance by the Client of any obligation that absolves the Principal Contractor from achieving the required level of performance and compliance with legal requirements. Furthermore, there is no acceptance of liability by the Client, which may result from the Principal Contractor failing to comply with the SSHSS, i.e. the Principal Contractor remains responsible for achieving the required performance levels.

A Mandatory Agreement in terms of Section 37.2 of the OHSA will be signed between parties prior to any works commencing. If the NEC contract is used a copy of the signed contract shall form part of the H&S file submission.

The SSHSS highlights the aspects to be implemented over and above the minimum requirements of current legislation. Requirements may be changed should new risks or issues are identified that could not have been foreseen during the design phase of the project, or during the construction phase. Any new legislation or standards (legislated or determined by the Client) that are promulgated or accepted during the contract will automatically be applied.

Environmental management shall receive due attention as per the requirements of the Environmental Control Officer (ECO), but will be managed by the ECO directly if applicable to the project.

2.1 Project description/detailed scope of work as it applies to the project (Details as per the scope of work)

The Scope of work as identified by the Stakeholders is as follows:

- Preliminary and General
- Breaking
- Painting
- Carpentry
- Brickwork
- Roof Work
- Asbestos Work

The works shall be done in accordance with the applicable SANS 1200 specifications, Municipal By-laws and Regulations, variations and additions to the standardized specifications applicable to this contract and the technical specifications of the Client for work that falls outside of the standardized specifications.

2.2 Programme Description

| | |
|--|---|
| Clarification Meeting | <i>TBA</i> |
| Time allowed for preparation of H&S plan/file after tender award | |
| Approval date of SSHSP | <i>Within 1 week after submission but subject to content as per this requirement, for more than one review.</i> |
| Induction dates | <i>To be advised after Approvals of H&S Plan/file</i> |
| Estimated Commencement date of work on site | <i>Subject to approval of H&S Plan.</i> |
| Estimated Project completion date or project duration | <i>Dependant on site establishment and site hand over</i> |
| Project term | |

3. Implementation of the Site Specific Occupational Health and Safety Specifications (SSHSS)

The site specific H&S specification (SSHSS) forms an integral part of the Contract, and PCs are required to make it an integral part of their Contracts with Contractors and Suppliers. A SSHSS will be available for each level of Contract and Contractor and must be complied with.

This specification must be read in conjunction with the OHS Act, Regulations (as amended) and any other standards relating to work being done and ensure compliance thereto. The information relative to the scope of the project, the works etc. are detailed in the tender, are to be considered when developing the SSHSP and associated documentation. The summary of risks is included in Section 2 of the SSHSS.

The OHS Act S.37.2 Mandatory Agreement must be fully completed by the PC, supplied by the Client. These documents shall be deemed to form part of the returnable Contract Documents.

No work may commence without written approval of the SSHSP by the H&S Agent, or the responsible person of the Client.

Should there be design changes, or change in the scope of works, an amended SSHSS may be issued. Where amended SSHSSs are issued, the PC will be required to ensure a resubmission of an amended SSHSP for approval.

Further to this, the PC must ensure that similar information must be provided as it applies to the works to all their Contractors, within 5 working days following notification thereof. Such design changes.

The OHS Consultant will visit the project at least bi-monthly to ensure compliance and limit risk. All activities on the site and all appropriate documentation will be monitored and reported on to the Client and the Designer.

Non-conformances will be issued, and penalties or work stoppage will be issued where appropriate. Communication between the OHS Consultant and the PC will be through the Designer (or Client's responsible person) as determined at the commencement of the project.

3.1 Requirements at Start Up

A site specific H&S Plan (SSHSP) in response to this SSHSS will be subject to approval by the OHS Consultant within the stipulated time period as noted in the tender. This must include all supporting documentation as required to verify the H&S system:

- A declaration to the effect that the PC has the competence and necessary resources to carry out the work safely in compliance with the Occupational Health and Safety Act and its Regulations;
- A valid Letter of Good Standing;
- Detailed technical method statements along with, and aligned with the project programme for review by the Principal Agent, Designer and appropriate risk assessments and safe work procedures for approval by the OHS Consultant or Client:
- Site establishment including:
 - A procedure must be drafted relative to protection/ prevention of injury to persons other than PC employees, during undertaking of such construction activity.
 - Exposure of services, power, telecommunication etc.;
 - Arrangements for hoarding, traffic accommodation if applicable:
 - Excavating for services;
 - An emergency plan indicating how and where emergencies will be handled, and
 - Working at heights (if applicable).

Further method statements are to be submitted prior to, and during the project where changes or new work is required, and the approval of the Principal Agent/Client is required before work on that aspect or activity can commence. The construction CHSO (CHSO) is to be included in production planning sessions/meetings to ensure that the appropriate risk assessments, safe work procedures and communication required are available and completed timeously.

Penalties will be applied should this not be adhered to and deemed a serious offence.

4. GENERAL REQUIREMENTS

4.1 Summary of Risks identified during Design

The intention of the summary of findings from the design risk assessment is to highlight the residual risks identified during the design phase. The full design risk assessment can be found in the tender document.

The summary of risks provided is to point the contractor towards some risks he may not be aware of during tendering stage and while developing his formal risk assessments for the project.

The design risks and the management thereof should be included in the PC risk assessments. Where there are other Contractors appointed to do work, the PC is to ensure that Contractors include such information in their risk assessments.

The summary is to be developed following the completion of the Design risk assessment, and to include the residual risks as they apply to the project.

| PHASES OF THE PROJECT | RESIDUAL RISKS IDENTIFIED TO BE MANAGED (as applicable) |
|-----------------------|---|
|-----------------------|---|

| | |
|------------------------------------|---|
| Site Establishment | Bringing in containers, fitting with electricity, phone and fax, toilet hire. Hoarding, security and access to be managed and in place. |
| Site Clearance | Traffic accommodation, movement of heavy construction vehicles, use hand tools, chainsaws, use of local labour and contractors. |
| Earthworks | Open excavations, use of plant and machinery, use of lifting equipment for laying storm water concrete pipes, electrical hand tools plant and equipment during paving. Noise monitoring. |
| Ancillary Roadworks | Use of chemicals, excavation and use of hand tools. |
| Housekeeping, stacking and storage | The area is adequate to ensure housekeeping and stacking and storage principles are followed. However, the children need to be kept well away from all work areas including the site camp, and notices to be clear in warning of dangerous construction activities. Care and increased attention to ensure all materials and vehicles are carefully managed and designated routes are used. |
| General | Use of local labour, and contractors, CLO to do regular information sessions. High winds and inclement weather require monitoring for all working at heights |
| Painting | Hand mixing may occur, 50kg paint drums are an ergonomic risk from handling. Potential eye, skin and respiratory irritant from paint fumes exposure, chromates. |

4.2 Specified Hazardous Chemical Substances

The following lists of products or substances are those which have been identified as likely to be used on the project. This list is not inclusive and other products may be considered. Where the PC is likely to supply the product as the product has not been specified, safety data sheets (SDSs) need to be considered prior to all selections.

| PRODUCTS/SUBSTANCES/RISKS | POTENTIAL HEALTH OR OTHER RISKS |
|---------------------------|---|
| Cement | Hand mixing may occur, 50kg bags are an ergonomic risk from handling. Potential eye, skin and respiratory irritant from dust exposure, chromates. |
| Cement/Silica dust | Caused by cutting, grinding, sanding of any concrete/granite/tiled surface/masonry. |
| Wood dusts | Caused by cutting, sanding, drilling wooden products treated Viz fencing poles. |
| Mineral turpentine | Applying paint and cleaning of paint brushes. Potential eye, nose, skin and respiratory irritant. |
| Paint | Splashes into eyes, onto skin causing irritation. |
| Cleaning materials | Use of disinfectants and sanitizers |

5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

5.1 Structure and Organization of H&S Responsibilities

An organogram will be available to identify key appointments and responsibilities on site and be kept up to date throughout the project.

5.1.1 Notification of Commencement of Construction Work

The PC shall notify the Provincial Director of the Department of Employment and Labour (DEL) in writing, in the form of the Annexure in the CRs. This shall occur within 7 days of the award of the contract. Proof of submission and/or receipt must be provided and kept in the H&S file.

Where changes to the conditions given in the submission are required (i.e. Contractors, completion dates, increase in workers), a revised Annexure A must be submitted to the DEL. The completion date is to include the defect and liability period. A copy of the notification form and any further submissions/correspondence must be kept in the H&S file.

6. HEALTH AND SAFETY PLAN FRAMEWORK

The H&S aspects related to the project outlined in the previous sections are to be taken into account when drawing up the H&S Plan. The PC is required to demonstrate competence by providing an H&S system that will address the requirements of the project.

The current legislative requirements, SABS codes, SANS 10400 and any other standards that may guide practice are to be taken into consideration. The following aspects must be addressed in the SSHSP, as they have been identified in section 2, as playing a role in reducing the overall risk of a particular activity, or section of the project. The OHS Agent may from time to time request additions or systems as they relate to the works or legislative requirements at the time.

The PC is to prepare a site layout drawing to indicate at least the following to submit with the H&S plan:

- The positions of site offices of all Contractors, toilets, drinking water and worker rest areas;
- Indicate the positions of emergency planning and equipment and first aiders;
- Protection of plant and public, indicate parking, designated vehicular routes and access to site;
- Storage areas (materials and equipment, waste etc.), and
- Storage of materials and waste;

Such layouts are to be updated regularly throughout the project.

Cognisance is to be given to those permanent employees who are over 60 years of age, and younger workers who have underlying chronic health issues such as high blood pressure, diabetes, TB, HIV and AIDS etc. Specialised workers who are indispensable will need to be declared fit for work by an occupational health service provider.

Key appointments and succession planning is to be available to ensure those who are playing key roles are able to cover the project at all times.

The project Organogram is to be updated accordingly and signed and dated at each update.

6.1 Appointment of Competent Site Personnel

The CEO (OHSA S16.1 or 16.2) of the PC will take overall responsibility for the appointment of competent site staff for the duration of the project. Should the CEO not be personally involved in the project, the H&S responsibilities are to be delegated to the Site Agent (OHSA 16.2). Knowledge and training in H&S are required and certificates indicating H&S training as well as experience to be included in CVs.

All other legal appointments are to be made with relevance to the type of work required and kept current with the project programme. The construction team is to ensure the appointed CHSO is kept up to date with all planned activities, to ensure all H&S requirements are met.

All construction/technical method statements are to be generated by senior site personnel, and the appropriate risk assessments developed therefrom in conjunction with the CHSO.

The SSHSP shall include the following, but is not limited to the following key appointments:

6.1.1 Construction Supervision

Competent supervisors will be appointed to manage part or all of the works and have training and/or experience in the area of responsibility, regarding CR 8.1, 8.2 and 8.7. All site supervisors must show evidence of appropriate training in H&S, and an understanding or training in areas of responsibility (i.e. risk assessments, method statements etc.).

Curriculum Vitae (CVs) are to be submitted for approval by the Principal Agent, and/or Client. The Supervisor will be held responsible for the safety of working teams and subordinates, housekeeping and stacking and storage of materials.

6.1.2 Construction Health and Safety Officer

The PC shall employ at least one competent, CHSO for the duration of the contract. The CHSO's CV is to be submitted for approval by the OHS Agent or the Client, at time of tender

The PC is to ensure adequate resources are provided in order to undertake all responsibilities (i.e. mobile phone, computer and internet access, etc.).

Qualifications shall include at least Grade 12, SAMTRAC/NEBOSH/Diploma in H&S qualifications or similar, with exposure to civil engineering and similar road construction, with at least 5 years' experience, given the level of project complexity preferably in an OHS capacity. He should also have undergone training in the Act and Regulations. In the case of a contract where contractors are employed, the CHSO must have a competence to evaluate the Contractors Health and Safety plans and be registered with the SACPCMP as a CHSO.

This person may not hold any other position on the site staff. The site supervisor may not act as the CHSO. The CHSO appointed for the project will be held responsible for all H&S on the project.

- Senior site staff and supervision, Contractors are to follow systems, instructions etc. given by the CHSO at all times;
- No new workers or Contractors may commence work without approval or following the SSHSP as submitted;
- No inductions of any Contractors' staff until the H&S documentation is approved by the CHSO, and
- The CHSO may not be removed or replaced without the approval of the H&S Agent, nor may the site be left unattended for more than 1 day without adequate, competent cover.

A monthly report of all H&S activities and incidents is required by the end of the first week of each month, or at a date agreed to by the OHS Consultant /Client and the CHSO. An example of the monthly report is attached as an Annexure D.

The CHSO will be responsible for collating the H&S documentation at the close out of the project in electronic format, properly labeled and filed. A list of the typical aspects that should be provided is available as Annexure B to this document. The PC is to ensure that all Contractors documentation follows the same requirements and closed out. H&S documentation must be completed and be available with the close out of the main contract, or as determined at the time.

Failure to do so will be considered a serious offence and penalties applied. Failure could also result in retentions or project certification not being issued to the PC.

6.1.3 Traffic Safety

The CHSO will be responsible for ensuring that daily traffic management is adequately managed.

No worker may be transported in, or on the rear of construction vehicles (bakkies included), or with plant and materials to, on, or from site. The number of passengers in any vehicle is limited to what is stated on the license disc. Vehicles used to transport workers to, from, or on site, shall have secure seats and be covered. No canopies may be used.

While this is difficult to control by the PC, induction training needs to include such information so workers can protect themselves. An on-site transportation policy needs to be available for how such transportation will be made safe and limit any opportunity for cross infection. Disinfection of vehicles needs to be determined where possible, and sanitizers provided prior to boarding and recommended during transit.

Each worker is to be encouraged to wear a cloth mask while travelling, and this needs to be enforced if using company transport.

Penalties will be issued for non-compliances noted.

6.1.4 Health and Safety Representatives and H&S meetings (if applicable)

H&S Representatives representing workers and Contractors are to be appointed following the start up of the project, irrespective of the number of workers on site. The appointed H&S Representatives are to be actively involved with H&S and will assist the CHSO and site management in meeting legislative duties.

All internal and external OHS Agent audits are to be discussed, as well as all H&S related issues at all internal production or progress meetings.

Failure to do so will be deemed to be a moderate offence.

6.1.5 Appointment of Competent Contractors and Suppliers, short term works (if applicable)

The PC is to ensure compliance with the Clients minimum standards and all legislative requirements. The same H&S standards required of the PC are to be applied to all Contractors. An index of all Contractors and Suppliers is to be on file and kept updated at all times. The PC is to ensure there is sufficient funding for H&S compliance by each Contractor.

The following minimum aspects are applicable to any Contractor appointed:

- The CHSO is to ensure a Contractors appointment and approval of H&S documentation at least seven (7) working days prior to commencing work;
- No Contractor may work under the PCs Compensation registration number. If required, the PC may assist SMMEs with their registration with the Compensation Commissioner (CC). However, such Contractors will not be able to commence work until proof of registration or Letter of Good Standing has been received, and
- No work may commence without Mandatary agreements between parties in place.

Suppliers or short-term works (surveying, repairs, servicing, deliveries etc.) also require H&S Management. Cognisance is to be taken of the level of risk involved and the CHSO is to ensure the level of H&S documentation is appropriate and appropriately managed.

Failure to provide written approval of H&S documentation will be considered a serious offense, and could result in aspects of, or all the activities being stopped, and penalties implemented.

7. GENERAL RISK MANAGEMENT

7.1 Health Risks and Medical Surveillance

The appropriate SDSs are to be obtained for all products and used to develop the H&S documentation as they relate to the works. Many of the processes are labour intensive and ergonomic risks are to be noted. All workers (including Contractors) are to be included in the medical surveillance programme.

Workers will be exposed to noise, dust, and physical risks from extended periods of work of a repetitive nature, materials specified and the general nature of the works.

All permanent workers (including those of Contractors) are required to be in possession of a medical certificate of fitness prior to arrival on site that must be less than 12 months old. An exit medical will be required where the project exceeds 6 months in duration. Arrangements for keeping medical records for the required time are to be noted. A procedure for managing the medical records which require safekeeping for prescribed periods are to be addressed, specifically for the asbestos exposed workers.

Given the potential health risks the following aspects are to be included in each medical surveillance intervention:

- Full medical, surgical and occupational history;
- Full physical examination of all systems, and
- Referral if required for the management of identified health issues that may affect the worker.

Specific testing for existing conditions and limitations relative to exposure could include, but are not limited to:

- Audiometry (hearing tests);
- Spirometry (lung function tests) are not to be done until deemed safe to do so, and
- Any other tests identified as relevant from chemical or specifically identified risks of exposure

Failure to do so will be considered a serious offence.

8. Training

Training of site personnel in H&S in the revised areas of work is required, mainly through induction between the Client and specific groups of employees. The CHSO is to determine training requirements and to report on needs or completed training in their reports and audits.

Records of all training, and acknowledgement of such training by attendees must be kept. Comprehensive records of all employees under the PCs control attending induction or any other training throughout the project shall be included. Amendments to statutes, the SSHSS, PSHSP, policies, procedures, method statements etc. shall require that all those affected shall undergo the relevant re-training.

8.1 Site Induction and other training

The PCs shall ensure that all employees, and contractors have undergone the induction programme for visitors or contractors, or any other that is deemed necessary.

Appropriate time must be set-aside for training (induction and other) for all employees. No person will be able to commence work or visit the site where the induction has not been done.

All employees and visitors on site from either the Client or the PC shall carry the proof of induction training in form of an induction card. Client Induction is valid for a year from the date it was conducted and thereafter refresher induction shall be re-scheduled at least one month before the induction period expires.

Both parties shall keep a database of all records pertaining to induction and will inform Contractors of pending expiry though the overall responsibility of maintaining current induction cards still lies with the principal contractor. All induction cards issued must be returned on completion of the project to the Issuer.

Toolbox talks to be conducted outdoors when possible in order for persons to maintain social distancing. Where inclement weather does not allow for this, toolbox talks to be conducted with smaller groupings of workers in a sheltered area large enough to maintain social distancing.

8.2 Noise Risks

All plant from plant hire companies (suppliers) or that of the PC is to come to site with the appropriate testing completed and be compliant with the Noise Induced Hearing Loss Regulations. Plant identified that has not been tested and marked for noise emissions will result in having to be tested or removed from site. Failure to do so within a reasonable time period will result in such plant being removed from site.

Suitable SANS approved hearing protective equipment shall be issued and worn where noise levels are identified as equal to or greater than 85 dB.

8.3 Asbestos Work

Only a registered asbestos contractor may do work which entails asbestos material. An Approved Inspection Authority must be consulted and Asbestos regulations complied to.

Failure to do so will be considered a serious offence.

9. Emergency Procedures

A simple emergency plan and procedure that is appropriate to the risks is required prior to commencement on site. It is advised that the system should be simple and easy for any worker to follow. The plan may be adapted should new information or risks are identified.

The procedure shall detail the response plan in relation to the works, and include at least (but are not limited to) the following key elements:

Appointment of a competent emergency response co-ordinator

- Fire, public injury, asbestos;
- Falls from heights;
- Serious injury to workers (medical or work-related), and
- Any other major risks identified during risk assessments

The emergency plan is to ensure the inclusion of local service providers. Such arrangements should be made with these persons prior to the commencement of the project. The general principals of emergency management are to be applied as it applies to the hierarchy of control and management.

9.1 Fire, First Aiders and First Aid Equipment

At least 1 first aider will be trained to level 1. First aiders shall be available and accessible on site at all times and be able to work as a team when responding to any emergency on the project. The number of First aiders will be determined by the complexity and exposed risks of the project, not numbers of workers.

Contractors are expected to ensure compliance and provide/manage their own first aiders and equipment. Appropriately stocked first aid kits are to be available at all times and to assure continual availability and access on site.

Fire extinguishers will be appropriate for the risk and in sufficient numbers to deal with the type of fires that could occur. All mobile plant is to have fire extinguishers. Hot work permits are required for any such activities.

Failure to comply with emergency provisions will be considered a serious offence, and the operation or project may be stopped if deemed inadequate for the work at the time of assessment or site inspection.

9.2 Incident Management and Compensation Claims

All incidents and accidents are to be investigated. All serious incidents involving any form of disabling injury or fatality are to be reported to the Principal Agent/Client /OHS Agent immediately. This shall be confirmed in writing following the incident. Full details are to be included in each site meeting or when the Client visits site. A summary of incidents is to be included in the monthly report.

Failure to comply with emergency provisions will be considered a serious offence, and the operation or project may be stopped if deemed inadequate for the work at the time of assessment or site inspection.

10. Personal Protective Equipment (PPE) and Clothing

The PC is to provide a procedure as an addendum to indicate how PPE is managed within the Company. The wearing of the identified SANS approved PPE at all times is non-negotiable and is to be linked to the risk assessments. The PC shall ensure that all workers (Including Contractors) are issued with and shall wear:

- Hard hats;
- Protective footwear;
- Eye protection;
- Hearing protection;
- Reflective jackets (no bibs);

- At least 3 cloth masks (for general wear);
- Respiratory protection (minimum of FFP2) or as deemed required by the AIA, and
- Any other necessary PPE identified from SDSs and/or risk assessments.

Adequate quantities of PPE shall be available. This shall include necessary PPE for visitors. The procedures for managing PPE are to be in a formal procedure submitted with the SSHSP for approval.

Any person (including Client, Agents, etc.) found on site without the necessary PPE will be removed from site until the PPE is supplied and worn.

Failure to comply will result in penalties being applied.

11. Occupational Health and Safety Signage

On-site H&S signage is required as well as standard H&S information. Signage shall be posted up at fixed or temporary working areas, or other potential risk areas/operations. These signs shall be in accordance with the requirements of the General Safety Regulations or SANS requirements as amended. Signage is to be noted on the site drawings indicating where fixed/temporary signage is required and appropriate to the risks identified in risk assessments.

Signs shall be posted at areas of work on site indicating that a construction site is being entered and that persons should take note of H&S requirements.

Failure to comply will result in penalties being applied.

12. Induction of Employees and Visitors, General H&S Training

A simple, formal induction programme is to be submitted as an addendum for approval with the H&S plan. Inductions must be carried out for all workers and visitors (including Client, Designers) to the site.

Daily, pre-task training is required to ensure workers are familiar with the risks and H&S measures of the work or tasks to be done. Records to be kept in the H&S file.

Any person found on site without proof of induction will be removed from site until the proof is supplied and, and a **penalty issued per non-compliance**.

13. Management of Plant and Equipment

The CHSO will ensure control of all plant and equipment, including daily monitoring, prior to commencing work. Full lists of hired and own plant are to be available at the OHS Consultant /Client audit. All daily inspection records are to be kept in the H&S file, or Contractors where plant and equipment is brought onto site. Registers are not to be more than 1 week behind.

Only competent, fit plant operators are to be used. Medical certificates of fitness are required for all operators.

Any plant or slings used to lift plant or material require annual load testing by an AIA, and all certificates must have the testers LMI/E number. Operators are to be adequately trained and certified to operate mobile cranes or crane trucks. Certificates and registers are to be placed in the H&S file.

Failure to do so will be considered a serious offence.

14. Excavations (if applicable)

A procedure for managing excavations is to be provided as an addendum to the SSHSP describing how excavations are to be managed.

A competent person is to be appointed for managing all excavations. A permit system is to be available and used for all excavations. All equipment and ground conditions to be checked daily, and prior to work commencing.

Excavations should preferably not be open beyond what can be closed daily. Where excavations need to remain open, all excavations are to be properly protected. Adequate stakes with 1m high demarcation and berms/spoil are required to be a safe distance from the edge of the angle of repose. Candy tape may not be used to demarcate excavations. Cognisance is required of the surrounding area and increased levels of protection are required where work is in communities, near schools and clinics or churches.

Work will be stopped, and penalties applied to any work in excavations that is not compliant.

15. Working at heights (if applicable)

A fall protection plan is to be available and supplied as an addendum to the H&S plan. The fall protection plan must be appropriate for the project. Proof of competency must be on file for the Fall Protection Plan Developer and the appointment of a Fall Protection Supervisor with competency to be on file. Method statements, appropriate risk assessments, safe work procedures and training (all employees are to be in possession of a valid working at heights certification) are to be available prior to work commencing.

The focus for working at height shall include fall restraint systems where possible except during assembling or dismantling top components or where it is not deemed safe. The relevant SANS codes are to be applied as they apply to the works and the project, such as:

- SANS 10085
- SANS 10333 (parts 1-3)

Should part of the works be contracted out, competent Contractors are to be appointed and submit documentation according to the project requirements. The PC is to note if such work is to be contracted to specialists in the H&S Plan. The plan is to be developed and work managed by a competent person for the duration of the project. The following aspects must be included:

- The public or users of buildings are to be protected at all times by way of hoarding, barricading or fencing
- Notices to be posted
- Restrictions or stoppage when weather conditions are deemed hazardous
- Permit system for working at heights
- Prevention of falling tools or equipment
- Link to emergency plan regarding rescue

All workers are to be in possession of valid certificates of fitness that extend for the duration of the works. Note the requirements in the section relating to medical surveillance.

Registers and all relevant documentation are to be placed in the H&S file.

Work will be stopped, and penalties applied to any work at heights that is not compliant.

16. Cranes and lifting equipment (if applicable)

Lifting devices such as mobile cranes might be used during the project for deliveries, and moving of supplies or equipment,

Appropriate documentation must be made available for the cranes and operators. Method statements, risk assessments, safe work procedures and training are to be available prior to work commencing. A procedure for managing loads and lifting must be made available as an addendum to the H&S Plan.

Chains, slings and webbing to have valid safe working load certification on file, should the documentation not be on site, the operation may be stopped, and fines imposed until such documentation may be delivered.

17. Temporary Works (Scaffolding, support work, formwork) (if applicable)

Temporary works must be properly designed and signed off by the PCs competent person for all temporary scaffolds, support work or formwork. In these instances, a competent person is defined as one who has sufficient experience in the design of the type of temporary work in question to be able to assess the design. The

appropriate competent persons are to be appointed to manage and monitor such works to the satisfaction of the Engineer and OHS Agent. Records and registers are to be properly completed and kept in the H&S file. If temporary works are to be erected by a Contractor, this must be notified to the Principal Agent/OHS Agent.

Failure to do so will be considered a serious offence.

18. Auditing

Frequency of external auditing by the OHS Agent or Client will be bi-monthly to conform to the requirements of the Construction Regulations. The site will be inspected, and the documentation audited relative to the activities and H&S plan. The CHSO of the PC must accompany the Client, or the H&S Agent, on all audits and inspections.

The PC will ensure that all their Contractors are audited on a monthly basis, dependent upon the time to be spent on the site. Audit frequency may be increased if Contractors are not performing adequately. Audit results will be acted upon and non-conformances and penalties issued where deemed appropriate. The Client, Designer or OHS Agent may act or require further outcomes if non-compliances are noted or unsafe acts are noted on site.

Internal audits are to include site conditions as well as ensuring H&S files are appropriate, and compliant. Comprehensive audit reports are to be made available the format of the audit reports will be reviewed by the H&S Agent.

The PC will be audited using a template as supplied in the tender document. The audit template will be adjusted from time to time relative to the activities on site. A similar process is to be used by the PC when auditing their Contractors on site. Compliance with legislative requirements and the systems provided by the PC to manage the H&S on site will be measured. Full compliance is required. Time limits for corrective actions will be set and must be adhered to.

Failure to address findings or non-conformances will be considered a serious offence.

19. Communication and Meetings on Site

All H&S communication during the project between the OHS Consultant and the PC will be done through the Principal Agent and be in writing, including the issue and responses to non-conformances and H&S audit results.

Failure to address issues timeously will be considered a serious offence.

20. Care of Workers on Site (Welfare)

Adequate toilets, clean, safe drinking water and weather protected shelter will be afforded workers at all times. Toilets will be within reasonable distance of workers, or placed with each working team in safe, with reasonable privacy.

Hand washing facilities, disinfectants and sanitizers will be provided across the site at common areas and entrances to work areas.

Failure to ensure compliance will be considered a serious offence, work will be stopped if con-conformances noted until corrected.

21. HEALTH AND SAFETY FILE

The documentation submitted and approved following the awarding of the contract will be used to form the H&S file. The H&S file is required to be laid out in a logical manner, and documentation filed within the file is to be easily accessible.

The following completed information shall be included (but not be limited to) as part of the index:

- The SSHSS;
- The SSHSP and the approval by Client;
- Appointment by Client;
- Mandatory agreement with Client;
- Notification of construction work;
- A record of all working drawings, calculations and design where applicable;
- Detailed list of Contractors with contact details, appointments, Mandatories etc., H&S specifications issued;
- Record of Competencies (CVs) and appointments;
- Training Records;
- Permits;
- Method statements;
- Risk assessments;
- Safe work procedures;
- Emergency and injury management;
- Safety data sheets
- Medical surveillance records;
- Registers;
- Records of audits, minutes etc.;
- Plant lists;
- Temporary electrical installations, and
- Employee records (who is on site).

22. NON-CONFORMANCES

Should, at any time, the works, or part of the works, be stopped due to unsafe acts or non-compliance with the Clients or PCs H&S Plan; neither the PC nor any other Contractor shall have a claim for extension of time or any other compensation.

The following constitute examples of the types of non-conformances that will attract penalties:

| Minor: Penalty: R50/count | Medium: Penalty: R500/count and a non-conformance | Severe Penalty: R5000/count, a non-conformance and/or activity stoppage |
|---|--|---|
| Non-use of PPE supplied | Toilets not supplied or regularly serviced; lack of drinking water | Contractors working without Health and Safety Plan approval |
| Non-completion of registers for plant and equipment on site | Contractors not audited | Workers transported in contravention of the OHS plan or legal requirements |
| Lack of H&S signage at work areas | Working without training or the appropriate, approved H&S method statements | Invalid Letters of Good Standing |
| Tools and equipment identified in poor condition during inspections | Legal non-conformances identified during the previous audit and not addressed within the agreed time frame | Non-compliance with traffic accommodation requirements: layout or physical conditions |
| | No monthly OHS report at site meeting to report on | Any serious breach of legal requirements |
| | No certificates of fitness for workers as required | |
| | Working without approved method statements | |

23. Failure to Comply with Provisions

Failure or refusal on the part of the PC or their Contractors to take the necessary steps to ensure the safety of workers and the general public in accordance with these specifications or as required by statutory authorities or ordered by the engineer, shall be sufficient cause for the engineer to apply penalties as follows:

- (i) A penalty as shown in the Table above shall be deducted for each and every occurrence of non-compliance with any of the requirements of the SSHSS,
- (ii) In addition, a time-related penalty of R500,00 per hour over and above the fixed penalty may be deducted for non-compliance to rectify any non-conformance within the allowable time after a site instruction to this effect has been given by the Designer. The site instruction shall state the agreed time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

24. Public safety

The Principal Contractor shall ensure at all times that staff, and general public are aware of the dangers and risks involved whilst construction is taking place.

- Safety signage / posters shall be posted at all areas where construction work is taking place;
- Edges, excavations, stockpile areas, material storage areas, will be demarcated and no entry signage appended;
- Safety talks with employees shall be done, all employees shall be involved in keeping the site safe;
- CLO shall be given talks to do with the community members who are directly involved;
- A record of all training shall be kept, and indemnity documents shall be signed by those attending the safety talks.
- Community unrest shall be handled by the local SAPS. CLO shall assist the Contractor should the need arise.
- No visitors to site are allowed unless proper arrangements are made.

ANNEXURE A CLOSE OUT REQUIREMENTS

The H&S files for the Principal Contractors and all Contractors require closure and handover to the Client at the completion of the project. The following list is an example of what should be included but is not exhaustive. The OHS Consultant or the Client may require further information at the time of completion and the Principal Contractor is to ensure that all instructions are met. Documentation would include all records from the start of the project. Daily or monthly plant inspection records are not required unless they are related to an accident. All records to be in electronic format and submitted to the OHS agent for approval in adequately formatted lists and folders. Layout should be logical and in the same order as in the site files.

Health and Safety close out file requirements include:

- a) Client H&S Specification
- b) Principal Contractor's OHS Plan(s)
- c) Organograms
- d) Legal Appointments
- e) List of all employees employed on a permanent or contractual basis over the duration of the contract
- f) Notification to Department of Labour of commencement of work
- g) Letters of Good Standing for the Project
- h) Full files for all Contractors as well as their close out reports
 - List of Contractors
 - All employees employed on a permanent or contractual basis over the duration of the contract
 - Letters of Approval of Contractors
 - Mandatary Agreements
 - Letters of Good Standing
 - Appointments
- i) Incident Records
- j) Non- Conformance records
- k) Agent's Audits
- l) Method Statements
- m) Risk assessments
- n) Safe work procedures
- o) Medical surveillance certificates of fitness. Medical records are to be kept according to the OH&S Act as amended
- p) All drawings for temporary structures (suspended beams/scaffolds etc.)
- q) All operating manuals for any systems that require ongoing maintenance
- r) Copies of test results, policies and procedures for environmental monitoring (silica, noise, dusts etc.)

Defect and Liability Period

The H&S files are to be kept 'live' for the defect and liability period by the Principal Contractor, including those of their Contractors. Any work required during the defect and liability period will require an assessment of the H&S file by the OHS Consultant to any work commencing.

A copy drawing records for the as-builts are to be placed on file by the Designers once complete



CLIENT: ECDoE
PROJECT: DoE Small Projects
COMPILED BY: Ntokozo Ngwenya
REVISION: 00

| | HAZARD | RISK | MINIMUM CONTROL MEASURES |
|----|--------------------------------------|--|---|
| 1. | Electrical commission | Electrical shock | <ul style="list-style-type: none">- Personnel to comply with permits to work issued by client.- Personal protective equipment to be worn by employees to prevent electrical shock.- First aid treatment to be readily available.- Only competent and trained persons may decommission or commission electrical equipment. |
| 2. | Excavations (working in and around | Toxic fumes Collapse of trench walls/trapping Falling into excavation Collapse of adjacent structures | <ul style="list-style-type: none">- Deep excavation/ Monitor air for toxic fumes.- Prevent collapse by battering back sides to safe angle or install temporary support.- Protect vehicles from falling into excavations, provide barriers, signage, etc. as necessary.- Beware of undermining of other structures (e.g. building , scaffolds).- Record excavations inspections by competent person on daily basis.- Provide suitable means of access/egress in case of emergency.- Excavations formed by explosives must be accompanied by method statement approved by client. |
| 3. | Explosive actuated fastening devices | Noise Being stuck by cartridge or fixing | <ul style="list-style-type: none">- Operators to be trained, competent and wear appropriate protective equipment, e.g. goggles, gloves, ear plugs and head protection.- Cartridge gun to be in good condition, inspected for damages and faults regularly and results entered register.- Used and unused cartridges gun should be kept in a secure place when not in use, maintain register for return and issue. |
| 4. | Explosive use | Injuries to personnel and by-passers Property damage | <ul style="list-style-type: none">- Blaster must have all relevant permits, permission and licenses in place before blasting. |



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| | | | |
|----|--------------------------|---|--|
| | | | <ul style="list-style-type: none">- Method statement must be approved.- Maintain exclusion zone around perimeter of blasting, warn persons away, erect warning signage and barriers.- Obtain permission from local authority and police.- Blaster must be competent in blasting.- Ensure blasting does not affect stability of adjacent structures/building. |
| 5. | Fire | Injuries to workers, pedestrians, residents, road users, damage to property through fire. | <ul style="list-style-type: none">- No littering on site which could become a fire hazard, maintain site in clean condition.- No fires to be lit on site, have a working fire extinguisher at hand all times.- No smoking or naked flames near flammable substances or in unauthorised areas.- Ensure proper storage/use of petrol/diesel/flammable substances, post warning notices |
| 6. | Flammable liquids | Fire Explosion | <ul style="list-style-type: none">- No littering on site which could become a fire hazard, maintain site in clean condition- Have a working fire extinguisher at all times. |
| 7. | Asbestos Cement pipes | Release of asbestos fibres | <ul style="list-style-type: none">- Ensure safe access and egress is provided.- Erect physical barriers to prevent entry by unauthorised persons, as applicable.- Damp down exposed area to contain fibre release.- Personnel involved to wear asbestos respiratory protection.- Only Department of Labour registered asbestos contractors may work with asbestos, and strictly in accordance with the requirements of the Asbestos Regulations. |



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| 8. | Asbestos Cement removal | Person falling from height Debris falling from height Falling of equipment or tools Release of asbestos fibres | <ul style="list-style-type: none">- Notice to be erected informing personnel of fragile roofs, as applicable.- Ensure of safe access and egress in provided.- Erect physical barriers to prevent entry by unauthorised persons and falls from heights, as applicable.- Roof sheets to be sprayed with water to prevent fibre release, where feasible.- Take extreme care to remove sheets whole. Where breakage occurs damp down exposed area to contain fibre release.- Personnel involved to wear respiratory protection.- Exclusive zone may be required under area of sheet removal to prevent injury from falls of material from heights.- Only Department of Labour registered asbestos contractors may work with asbestos, and strictly in accordance with the requirements of the Asbestos Regulations. |
| 9. | Asphalting | Fire Burns to skin Skin disease | <ul style="list-style-type: none">- Suitable fire extinguisher to be place prior to commence of works- Ensure competent personnel using material and competent and trained machinery/equipment operators.- Ensure there is a safe workplace at all time.- Ensure all personnel wear sufficient personal protective equipment (PPE) including safety boots, reflective vests and gloves.- Health and safety data sheet required. |
| 10. | Bricklaying | Caustic contamination with mortar Contact with sharp blade tools | <ul style="list-style-type: none">- Use only trained personnel.- Safe means of access to be provided. |



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| | | | <ul style="list-style-type: none"> - Safe/suitable working platform required where working at height. - PPE for mortar to include gloves where practical and goggles/ masks where there is a risk of contamination |
| 11. | Brush cutting | <p>Injury from contact with blade/nylon Fire (where petrol used) Electrocutation (where electrical tools are used)</p> | <ul style="list-style-type: none"> - Person using brush cutter must be trained and competent. - Use PPE such as goggles, safety boots, ear protection, gloves, hard hat. - Brush cutter must be in good condition and maintained. - Adequate supervision on site at all times. - No smoking when refuelling, fire extinguisher to be on hand (where petrol is used) |
| 12. | Chainsaw use | <p>Falling tree or branches causing injury to persons Incorrect use of chainsaw causing injury</p> | <ul style="list-style-type: none"> - Person using chainsaw must be trained and competent - Use PPE such as goggles, safety boots, ear protection, gloves, hard hat, chainsaw trousers and jackets. - Chainsaw must be in good condition including guards. - Clear area below area of chainsaw use and where tree felling.' - When using chainsaw at height practise safety procedures |
| 13. | Plumbing | <p>Falling material Fall from height Fire Burns Exposure to lead flames</p> | <ul style="list-style-type: none"> - Ensure standard safety procedures are followed at all times - Only used trained and competent personnel - Ensure there is a safe working area at all times. - Ensure material are stored neatly - Ensure there is a safe access and egress at all times. - Ensure all personnel wear suitable and sufficient PPE. - Consider a hot works permit system prior to commencing of any hot works. - Make sure emergency procedures are in place and ensure all |



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| | | | personnel are aware of where to go in case of fire. |
| 14. | Plastering | Falling material Fall from height Contact with materials | <ul style="list-style-type: none"> - Ensure standard safety procedures are followed. - Ensure there is a safe working area. - Ensure safe access and egress. - Ensure competent personnel are used. |
| 15. | Plant or vehicles and equipment operation | Workers injured by passing traffic Road users and pedestrians at risk from plant operation Noise | <ul style="list-style-type: none"> - Implement traffic protection measures. - Trained and competent operators must be used. - Check plant and vehicles on daily basis before use and record inspections. Maintain vehicles in safe condition. - Medical certificates of fitness required for construction plant. - Crossing of road by construction vehicles or machines must be limited to the practical minimum. - Plant and vehicles must be fitted with amber rotating beacons and reverse alarms. - Wear appropriate PPE |
| 16. | Pilling | Falls Struck by machine Exposure to noise | <ul style="list-style-type: none"> - Personnel to be trained and competent, pilling rig to be in safe condition and inspected on a daily basis on a register by competent personnel. - Empty pilling holes not to be left unguarded. - Only approach pilling plant on signal from operator. - Personnel to wear PPE such as ear plugs. |
| 17 | Paving (laying) | Impact injuries from tile/ mallet Caustic burns Sore knees Cuts from cutter | <ul style="list-style-type: none"> - Impervious gloves to be worn/ barrier cream to be used - Kneelers or similar to be available. - Personal protective equipment to be worn. |
| 18 | Painting | Contact with paint | <ul style="list-style-type: none"> - Refer to safety data sheet for usage instructions, hazards and precautions required. |



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| | | | <ul style="list-style-type: none"> - When working at height, refer to risk assessment addressing this hazard. |
| 19 | Overhead services (Working near) | Contact with live services causing injury to personnel Damage caused to services | <ul style="list-style-type: none"> - Maintain safe clearance levels. - Establish presence of any services via proper walk through survey of site and/ or means service drawings. - Wear personal protective clothing. - Ensure height of plant/ vehicles does not compromise or exceed clearance levels from service provider. |
| 20 | Noise and Dust | Breathing in dust can cause long term health problems, noise can damage hearing | <ul style="list-style-type: none"> - Wear respiratory and hearing protection. - Dampen down and minimise dust where possible. |
| 21 | Night work | Security Lighting | <ul style="list-style-type: none"> - The contractor shall not undertake any night work without prior arrangement and written permit from the client. - The contractor shall ensure that adequate lighting is provided for all night work and failure to do so shall result in work being stopped |
| 22 | Compacting and filling | Contact with tipping materials Contact with moving plant Vehicles/personnel falling into excavations Contact with underground services | <ul style="list-style-type: none"> - Trained banks man to control vehicle movement - Only trained personnel to use plant - Personnel to stand clear as materials are being tipped - Use stop blocks and signs to warn vehicles of excavations, where applicable - Stand clear of plant whilst material is being compacted - Establish position of underground services and protect services from damage. |
| 23 | Concrete pumping | Sprains and strains Hit by pump Concrete burns Collapse/bursting of structure | <ul style="list-style-type: none"> - Personnel to be in clear vision of pump operator - Trained pump operator - Personnel working with the concrete to wear the appropriate equipment to protect against cement burns |



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| | | | <ul style="list-style-type: none"> - Design of structure being loaded to be approved by competent designer and inspect before, during and after loading. - Pump to be well maintained |
| 24 | Compactor operations | Crush of feet | <ul style="list-style-type: none"> - Only trained and competent personnel to use the machine - Ensure operators wear steel toe caps shoes or boots at all times |
| 25 | Confined spaces | Suffocating Fumes | <ul style="list-style-type: none"> - Ensure that confined spaces is sufficiently ventilated - Wear personal protective equipment such as proper masks if air supply insufficient or not of sufficient quality. - Test oxygen levels in confined space to ensure that is safe for entry - Ensure that emergency procedures are in place |
| 26 | Cutting Kerbs | Saw slipping, blade disintegrating | <ul style="list-style-type: none"> - Only trained operators to use saw and change blades. - PPE must be worn, gloves, goggles, dust mask and hearing protection. - People to be kept away from the work area. - Work to cease if people have to pass - Sparks etc. To be directed away from people and any flammable material. |
| 27 | Cutting Off Disc | Noise Cuts from machine Fire (particularly at refuelling) Flying debris Blade shattering Contamination by fume created or exhaust fume | <ul style="list-style-type: none"> - Use competent personnel - Hot works control, fire extinguisher, fire watch man. (permit may be required). - PPE to include gloves, eye protection, hearing protection. - Solid working position - Clear working area - Correct grade of blade must be used - Good ventilation to be provided (Forced if necessary) - Changing of wheels to be by competent persons only |



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| | | | <ul style="list-style-type: none"> - Cutting discs must not be used for grinding (grinding disc thicker). - Bystanders to wear hearing protection, as applicable. |
| 28 | Demolition | Falling materials premature collapse of structure | <ul style="list-style-type: none"> - Ensure there is current method statement in place - Ensure all emergency procedures are in place and all details are displayed. - Ensure that structural demolition has been approved by designer and site management |
| 29 | Kerb Laying | Nips at joints Crushing by kerbs Caustic burns | <ul style="list-style-type: none"> - Impervious gloves and barrier cream to be used to protect hands. - Personnel should be aware of safe manual handling techniques when handling kerbs. |
| 30 | Lead – working with removal of tiles | Toxic effects from exposure to lead and its compounds Risk of inhalation, ingestion and absorption Personnel falling from height Debris falling from height | <ul style="list-style-type: none"> - Demarcation of the workplace - Restriction of entry by unauthorised persons - Restriction of substances that can release airborne lead to certain areas - Limit number of workers exposed to lead - Regular cleaning of workplaces and equipment - All employees who are exposed to lead must be provided with suitable and adequate PPE - Lead is to be packed in impermeable containers that are tightly sealed and clearly marked for removal. - The need for medical surveillance and the nature thereof is to be based on both risk assessment and air monitoring results and safety legislations. |
| 31 | Lifting Operations | Falling material Crushing by material Hand injuries to the slinger Toppling crane | <ul style="list-style-type: none"> - Check test certificate - Check examination certificate - Check inspection have been carried out |



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| | | | <ul style="list-style-type: none"> - Check certificates for lifting equipment (chains, slings, shackles, etc.) |
| 32 | Fragile Materials | Person or items falling through fragile materials | <ul style="list-style-type: none"> - All fragile materials to be identified and protected prior to work commencing. - Protection to include either covering the fragile materials or excluding activity. - Any coverings to be secured in place - The location of the fragile materials to be indicated by signage |
| 33 | Hand tools | <p>Injuries caused by use of hand tool</p> <p>Impact with the tool</p> <p>Falls due to access problems</p> <p>Contamination with substance being worked</p> | <ul style="list-style-type: none"> - Ensure: - Tool is correct for the job - Tool is in good order and suitably sharp - Personnel must be competent/instructed in tool usage and tool safety - Lighting is sufficient - Access is safe, working platform is secure, leading edge is guarded - Operative is wearing all necessary PPE |
| 34 | Hazardous Substances | Injuries to workers through use of hazardous substances, e.g. injuries to eyes, skin, etc.. | <ul style="list-style-type: none"> - Use substances in accordance with the safety data sheet particularly reference protective clothing required. (example: gloves, goggles, etc.) - Know what first aid measures are. - Have welfare facilities available for washing of hands, etc.. |
| 35 | Hot Works | Burns to eyes or other parts of the body | <ul style="list-style-type: none"> - PPE to include eye protection, kin and ear protection. - Respirator maybe be required where cutting galvanized steel or anywhere else toxic fumes and gases arise. - Dust can also be a problem and forced ventilation may be required |
| 36 | Mobile Crane Erection & Dismantling and Use | <p>Collapse of structure</p> <p>Overturning structure</p> <p>Falling Materials</p> | <ul style="list-style-type: none"> - Ensure emergency procedures are in place and all operative are aware of the details |



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| | | | <ul style="list-style-type: none"> - Only used trained and competent operators for the erection and dismantling and use of cranes - Ensure crane driver is trained and hold certification as proof. Must have a valid medical fitness certificate - Ensure crane is 360 degrees vision if not ensure a fully trained banks man is available at all times. - Banksman to wear reflector vest to identify him/herself to the crane driver - Ensure all personnel wear suitable and sufficient PPE - Consider creating an exclusion area |
| 37 | Members of the public – Protection Of | Injury to the member of the public and road users from site works | <ul style="list-style-type: none"> - Barriers and signage to be in place - Workers must warn away members of the public from the works - Footpaths and bridges which are open to the public must be closed off if in the area of works otherwise made safe so that no injury to a member of the public occurs - Traffic turning into site – traffic management and signage is required - Signage to be on the road at site entrance warning motorists that construction traffic turning into/out of site access. Keep roads free of mud where possible - Refer to plant risk assessment for details on plant safety precautions - NOTE: SIGNAGE TO BE POSTED ON SITE TO WARN OF CONSTRUCTION MOVEMENTS. SAFE MEANS OF ACCESS FOR BOTH CONSTRUCTION TRAFFIC TO SITE AND PROVATE HOMEOWNERS MUST BE AGREED |
| 38 | Manhole Rings & Pipe Storage | Rolling of rings Collapse of pipes Crushing of persons Stockpile collapse | <ul style="list-style-type: none"> - Manhole rings must be stored flat to prevent them being rolled - Banks of stock pipes are not to be broken until they are ready to be used |



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| | | | <ul style="list-style-type: none"> - Personnel must stand to the side when breaking bands so as not to be hit by falling pipes - Pipes must be wedged to prevent rolling |
| 39 | Temporary Works – Shoring, Scaffolding, falsework, formwork | Collapse of works | <ul style="list-style-type: none"> - Wear PPE such as gloves and goggles - Formwork must be built by trained person and also be inspected by competent person and results entered into register on site/ |
| 40 | Tower (Mobile Aluminium Tower) Scaffold | Overturning Falls | <ul style="list-style-type: none"> - Tower to be on firm level ground with wheels or feet properly supported - Erection by competent person - Inspection before first use - Weekly record of inspection required - Guard rails and toe boards as per normal scaffold - Beware when moving of overhead obstructions, such as power lines - Never move in strong winds |
| 41 | Underground Services | Striking of buried services | <ul style="list-style-type: none"> - Make all necessary enquiries to establish what services are in the area - Assume all services to be live (unless confirmation is received to confirm that services are isolated or otherwise made safe. - Comply with requirements of the safe system of work for underground services - Where available locate services with a locator - Hand dig around services |
| 42 | Working at height | Personnel falling from height Falling debris Those beneath being injured | <ul style="list-style-type: none"> - All access equipment is properly constructed (inspection record must be maintained) - Only trained personnel construct, dismantle or control access equipment - All equipment must have full toe boards and guard rails, Comply |



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| | | | <p>with SANS10085 on erection, use and dismantling scaffolding</p> <ul style="list-style-type: none"> - No access equipment to be loaded above its safe working load - No access equipment to be loaded above the level of the guardrail - Where working involves leaning out an open leading edge, then all personnel are to be fitted with a full body harness. The harness must be connected at all times - All fall arrest equipment to be correctly maintained - Ensure if ladders used for access, they are either footed or tied. |
| 43 | Precast slab/ Unit laying and fixing | Falls Falling material Manual handling | <ul style="list-style-type: none"> - Emergency procedures are in place and personnel explained details - Use competent personnel - Ensure suitable and sufficient access and egress is provided - Safe place of work must be provided - Ensure all personnel wear correct PPE - Exclusion zone may be required for protection against risk of falling objects |
| 44 | Road Construction | Risk of being struck by vehicles | <ul style="list-style-type: none"> - Ensure traffic management measures in place - No construction activities to commence until adequate provision made to accommodate traffic in accordance with the South African road signs manual - Wear reflective waist coats when working on or near the road and road shoulder as well as any either required PPE clothing - Crossing of road by personnel must be limited to the practical minimum - Use of fencing or other barriers as appropriate. |
| 45 | Road Marking | Contact with moving vehicles | <ul style="list-style-type: none"> - Ensure suitable and sufficient road signs are erected, as applicable |



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| | | Fire | <ul style="list-style-type: none"> - Possible road or lane closure may be required, traffic management may be required - Fire extinguisher to be situated in a suitable area, use dry powder or foam |
| 46 | Rope Access | <p>Personnel falling from Height Falling debris Those beneath being injured</p> | <ul style="list-style-type: none"> - Ensure: - Competent person is appointed in writing to supervise all rope access on the site - Compliance with Construction regulations particularly section 10 & 18 - All rope access work is carried out under supervision of a competent person - All rope access operators are competent and licensed to carry out their work - The design, selection and use of the equipment and anchors comply with safety standards incorporated for this purpose into these regulations under section 44 of the act. - Site specific fall protection plan must be developed by a competent person applicable to the specific work and environment prior to the commencement of the work including all records of maintenance and inspections of all equipment used for the work operations |
| 47 | Steel fixing | <p>Back injuries caused by manual handling Eye injuries from tie wire Trips/Falls Falling from height</p> | <ul style="list-style-type: none"> - PPE must include safety boots and goggles - Manual handling training may be required - Care to be taken when near overhead lines - Use only trained personnel - Provide safe means of access - Maintain and regularly inspect all lifting appliances and equipment |



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| | | | <ul style="list-style-type: none">- Cap starter bars to prevent injuries where feasible- Construct scaffold walkway to cross reinforcing mesh, as required |
| 48 | Steel erection | Falls from height Falling components Contact injuries from falling lifting equipment | <ul style="list-style-type: none">- Adhere to all general precautions for working at height- Barrier off/ exclude area below work- All lifting appliances to be examined and inspected- Inspection register in place and up to date- All personnel to be trained and competent wear clipped on safety harnessed when working on height- Ensure that lifting equipment (slings, chains and shackles) test certificates are current and on site- Competent persons only to connect loads and direct plant |
| 49 | Work over or next to water | Drowning | <ul style="list-style-type: none">- Evaluate the depth of water, height above water that work takes place, whether workers can swim or not and then determine safety precautions required: these may include such measures such as barriers, signage, life belts, safety harness etc.- When working on river/harbour/dam edge, erect life saving devices and barriers to protect workers and vehicles (Stop blocks may also be required). Only trained and competent personnel may be used |
| 50 | Scaffold Erection/Dismantling | Personnel falling from height Items of scaffold falling onto personnel Scaffold collapsing onto those below | <ul style="list-style-type: none">- Ensure:- Scaffold is designed to take the imposed load- Scaffold is not overloaded- Scaffolders are fully trained- Scaffolding is regularly checked by competent person and record of inspection retained. Written inspections to be recorded on weekly basis. |

AGREEMENT WITH MANDATARY

**WRITTEN AGREEMENT ENTERED INTO
AND BETWEEN**

(Hereinafter referred to as the Employer)

and

(Hereinafter referred to as The Employee)

Compensation Fund
Number:

Whereas the Company called under contract no. _____ for the executing of the following

-
At _____ (“Premises”)

and whereas the contractor

Undertook to carry out the work and whereas the client contractor have agreed to regulate as between them and as provided for in terms of section 37(2) of the Occupational Health and Safety Act, No 85 of 1993, now therefore the undersigned agree to:

1. The Contractor warrants that all his and his contractors’ employees are covered in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act 1993 (the Act) which cover shall remain in force whilst any such employees are on the premises.
2. The Contractor warrants that he is in possession of the following insurance cover which shall remain in force whilst
he and/or his Contractor and/or his employees are present on the premises or which shall remain in force for the duration of his contractual relationship with the client whichever period is the longest:
 - Public liability insurance covers.
 - Any other insurance cover that will adequately make provision for any possible losses and/or claims arising from his and/or his contractors and/or his Employees’ acts and/or omissions on the premises.
3. The Contractor undertakes to ensure that he and/or his contractors and/or their respective employees will at all times comply with all the requirements of the Act and without derogating from this general undertaking, also comply with the following conditions:
 - All work performed on the premises must be performed under the close supervision of the contractor’s employees who are trained to understand the hazards associated with any work that the contractor performs on the stated premises.
 - The Contractor shall assume the responsibility in terms of Section 16(1) of the Act. If the Contractor delegates any duty in terms of Section 16(2), a copy of such written delegation shall immediately be forwarded to the Client.
 - The Contractor shall ensure that he familiarize himself with the requirements of the Act, and that he, his employees and any Contractor comply with them.
 - The Contractor shall conduct a hazard analysis and ensure that his and any contractor employees are made aware of the hazards identified. This analysis needs to be reviewed prior to a new tasks are commenced.

The Contractor must provide the Client with written proof that his employees and those of the sub contractor have been made aware of the hazards identified. The Contractor must provide the Client with up dated copies of the analysis.

- Discipline regarding Occupational Health and Safety shall be strictly enforced.
- Personal Protective Equipment as defined in the Act and regulations shall be issued free of charge by the Contractor and worn as prescribed.
- Safe work practices shall be enforced and all employees shall be made conversant with the contents of these practices.
- No unsafe equipment/machinery and/or articles will be allows and/or used on the premises.

- All incidents referred to in Section 24 of the Act shall be reported by the Contractor to the Department of Labour as well as to the client. The Client shall further be provided with copies of all documentation relating to any incident.
 - The Client hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Act into any incident involving a Contractor and/or his employees and/or his Contractor.
 - No use shall be made of any machinery/article/substance/personal protective equipment that belongs to the Client without prior written approval.
 - Work for which the issuing of a permit is required shall not be performed prior to the obtaining of a duly completed and approved permit.
 - No alcohol or other intoxicating substance shall be allowed on the premises. Anyone found to be or suspected of being under the influence of alcohol or any other intoxicating substance shall be removed from the premises.
 - Full participation shall be given if and when Client employees inquire into Occupational Health and Safety issues.
 - The Contractor expressly agrees to comply with the procedures and arrangements as required by the Act in the execution of the work.
4. The Contractor confirms; that he has been informed that he must report to Client management ;(in writing) anything that he deems to be unhealthy and/or unsafe and that he has versed his employees and/or contractors in this regard.
5. The Contractor warrants that he shall not endanger the health and safety of any of the Client's employees in any way whilst performing any work on the premises.

_____ Date _____
 1. Signed by Client Rep

_____ Date _____
 2. Signed by Contractor or his Authorized Represent

C3.4 Contractors Reports

CONTRACTOR MONTHLY REPORT

PART 1

Project No: Project Name:

Contract No:

Contractor Name:

Claim No: For Period Ending:

Date of Report:

The Contractors monthly report comprises an integral part of the Contractors payment claim and processing of the payment claim is not permitted without this report also being submitted i.e.

“NO REPORT – NO PAYMENT”.

Attachments:

Part 2 : Overall Project Worker Schedule: Schedule of all local labourers employed since the start of the project

Part 3 : Weekly Task Wage Register

Part 4 : Local Labour Schedule

Part 5 : Beneficiary List (certified copy of ID's)

Additional Requirements:

1. When contractor recruit local labourers, they must produce a 13 digit identity document and a certified copy of the ID must be forwarded to the DRPW Regional EPWP representative
2. That at least one disabled person be recruited and employed on the project and reported as such
3. A daily attendance register should be kept on site
4. Each beneficiary must **sign** the payment sheet, as proof that they have been paid.
5. At the bottom of the contractors report, the site agent or CLO or contractor must sign the document as proof that the people indicated have worked the number of days
6. Employment of local labourers should constitute the following:
 - a. 55% women
 - b. 55% young people
 - c. the minimum wage rate to be paid is in accordance with the National Minimum Wage Act, 1 March 2023 of the latest Published Act.

Project No.

Project Name:

Month of Report:

Sheet: of

Names of all **Local Workers** employed at any time on the project are to be entered in the table below irrespective of how long they worked on the project.

| No. | Name of Local Labourer | Identity Number | Month Worker Started | Age | Tick if Yes | | | | | | | | | Place a tick in the box which corresponds to the Gender and Age of the Worker | | | | Total No. of workers Employed on the Project | | | | | | |
|-----------------------------------|------------------------|-----------------|----------------------|-----|--|----------|----------|--------------|---------|------------|----------|------------|--------------|---|-------------------|----------------|-------------------|--|--|--|--|--|--|--|
| | | | | | Female Head of Household with Dependants | Disabled | Labourer | Semi-Skilled | Skilled | Supervisor | Clerical | Managerial | Professional | Women | | Men | | | | | | | | |
| | | | | | | | | | | | | | | Over 35 yrs 2A | 35 yrs & under 2B | Over 35 yrs 2C | 35 yrs & under 2D | | | | | | | |
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| Totals for this sheet | | | | | | | | | | | | | | | | | | | | | | | Total No. of workers Employed on the Project | |
| Totals from previous sheet | | | | | | | | | | | | | | | | | | | | | | | | |
| Totals carried forward | | | | | | | | | | | | | | | | | | | | | | | | |

(A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) = (J+K+L)

NOTE: LOCAL LABOUR TARGETS TO BE ACHIEVED WITH REGARD TO EPWP RELATED WORKS: Women = 55%; Youth = 55%; Disabled = 2%

Completed by: Name: Signature:..... Capacity Date:.....

LOCAL LABOUR AND MATERIAL SCHEDULE

PART 4

Contract No: Date of Report:
 Project No: Project Name:
 Claim No: For Period Ending:
 Contractor Name:

1. Summary of Day Tasks worked and Amount Spent on Local Labour this month

| Week No. | Week Ending | Total Day Tasks / Person Days Worked | Total Amount Paid |
|--------------|-------------|--|--|
| | | (Total of (A) from Form 4 for each week) | (Total of (B) from Form 4 for each week) |
| 1 | | | R |
| 2 | | | R |
| 3 | | | R |
| 4 | | | R |
| 5 | | | R |
| 6 | | | R |
| 7 | | | R |
| 8 | | | R |
| 9 | | | R |
| Total | | | R |

Transfer to 2 in table below

2. Summary of Amount Spent on Local Labour to date

| | |
|--|---|
| 1. Previous Amount Spent on Local Labour (From previous claim) | R |
| 2. Amount Spent on Local Labour this month (From Total above) | R |
| 3. Total Amount Spent on Local Labour to date (3) = (1 + 2) | R |

3. Local Labour Schedule

| Summary of Local Labour Employed | No. of local workers who worked on the project to date (From Part 2) | % of Total |
|--|--|------------|
| Columns refer to Columns in Part 2 | | |
| 1. Total No. of individual local workers who have worked on the Project (Column N) | | 100% |
| 10. How many of the Total No. are local youth (35 yrs and under) (Column B & D) | | |
| 11. How many of the Total No. are local women (Column A + B) | | |

4. Summary of Amount Spent on Material to Date (Cumulative)

| Item | This Month | Total to date |
|------|------------|---------------|
| | | |

Part 5: Pricing Data

C2.1 Pricing Instructions

C2.1: PRICING INSTRUCTIONS JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

| | |
|-----------------------|---|
| Project title: | Appointment of a contractor for the completion of Thubalethu High School |
| BID No: | SCMU6-23/24-0005 |

1. BILLS OF QUANTITIES

The **bills of quantities** forms part of and must be read and priced in conjunction with all the other documents forming part of the **contract documents**, the Standard Conditions of Bid, Conditions of Contract, Specifications, Drawings and all other relevant documentation.

2. VALUE ADDED TAX

The bid price must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the **bills of quantities** must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.

3. PREVIOUS WORK

The bidder is to acquaint themselves with the site thoroughly before pricing. Adjustment of prices will not be entertained after the award of the contract.

C2.2 Preliminaries / Bill of Quantities / Final Summary

SCHEDULE OF QUANTITIES

SECTION A : PRELIMINARY AND GENERAL

| ITEM NO | PAYMENT REFERS TO | DESCRIPTION | UNIT | LIC | QTY | RATE | AMOUNT |
|---------|-------------------|--|--------|-----|--------|-----------|-----------|
| A | SANS 1200 A | SECTION A : PRELIMINARY AND GENERAL (CONTINUES) | | | | | |
| A6. | 8,5 | SUMS STATED PROVISIONALLY BY ENGINEER | | | | | |
| A6.1 | | Acceptance Control Testing by Engineer | PC Sum | | 1 | 10 000,00 | 10 000,00 |
| A6.2 | | Overheads, charges and profit on item A3.3 above | % | | 10 000 | | |
| A6.3 | | Miscellaneous for Stormwater system | PC Sum | | 1 | 25 000,00 | 25 000,00 |
| A6.4 | | Overheads, charges and profit on item A3.3 above | % | | 25 000 | | |
| A6.5 | | Miscellaneous for Sewer system | PC Sum | | 1 | 25 000,00 | 25 000,00 |
| A6.6 | | Overheads, charges and profit on item above | % | | 25 000 | | |
| A6.7 | | Miscellaneous for Water system | PC Sum | | 1 | 25 000,00 | 25 000,00 |
| A6.8 | | Overheads, charges and profit on item above | % | | 25 000 | | |
| A6.9 | | Miscellaneous for Roads | PC Sum | | 1 | 25 000,00 | 25 000,00 |
| A6.10 | | Overheads, charges and profit on item above | % | | 25 000 | | |

TOTAL CARRIED TO SUMMARY

SCHEDULE OF QUANTITIES

SECTION B : ROAD WORKS

| ITEM NO | PAYMENT REFERS TO | DESCRIPTION | UNIT | LIC | QTY | RATE | AMOUNT |
|-----------------|-------------------|---|--------------------|-----|-----|------|--------|
| 2 | | ACCOMMODATION OF TRAFFIC | | | | | |
| 2.1 | | Accommodating traffic and maintaining temporary deviations | Sum | | 1 | | |
| 2.2. | SANS 1200DM | PAVEMENT LAYERS FOR CONCRETE AND PAVERS | | | | | |
| | | Excavation | | | | | |
| | | a) Excavating soft material situated within the following depth ranges below the surface level | | | | | |
| 2.2.1 | | i) 0m up to 0,5m | m3 | | 230 | | |
| 2.2.2 | | b) Extra over subitem 4.2.1.1 (a) for excavation in intermediate material, irrespective of depth | m3 | | 200 | | |
| 2.2.3 | | c) Extra over subitem 4.2.1.1 (a) for excavation in hard material, irrespective of depth | m3 | | 20 | | |
| | | OVERHAUL | | | | | |
| | | Overhaul on material hauled in excess of a free-haul distance of 0,5 km, for haul up to or through 1,0 km (restricted overhaul) | | | | | |
| 2.2.4 | 8.3.12 | Overhaul on materials hauled in excess OF 1.0 km (ordinary overhaul) | m ³ -km | | 500 | | |
| | 8.3.3 | TREATMENT OF ROAD-BED | | | | | |
| | | road-bed preparation (150 mm thick) and compaction of material to 93% Mod. AASHTO density | | | | | |
| 2.2.5 | 8.3.3 (a) | | m ³ | | 115 | | |
| 2.2.6 | | Ripping | m ³ | | 115 | | |
| 2.3. | SANS 1200ME | BASE LAYERS | | | | | |
| | 8.3.3 | CONSTRUCT GRAVEL SUB-BASE LAYERS WITH IMPORTED MATERIALS: | | | | | |
| 2.3.1 | | Construct 150mm layer with C4 material (95% Mod. AASHTO MAXIMUM DENSITY) | m ³ | | 115 | | |
| 2.3.2 | 8.3.5 | Process C4 layer | m ³ | | 115 | | |
| 2.3.3 | | construct 150mm layer with G5 material (95% Mod. AASHTO MAXIMUM DENSITY) | m ³ | | 115 | | |
| 2.4. | 8.3.8 | STABILIZING AGENT | | | | | |
| 2.4.1 | 8.3.8 (b) | Portland Cement | t | | 8,6 | | |
| 2.5. | SANS 1200MK | KERBING AND CHANNELING | | | | | |
| | 8.2.1 | CONCRETE KERBING | | | | | |
| 2.5.1 | | Fig 8 with cast insit concrete class 20 | m | | 100 | | |
| 2.5.2 | | Pre-cast concrete channel | m | | 100 | | |
| 2.6. | SANS 1200 GB | CONCRETE FOR CHANNELS AND ROAD | | | | | |
| | 8.2 | FORM WORK | | | | | |
| 2.6.1 | 8.2.1 | Form work to cast insitu concrete for ROAD | m ² | | 360 | | |
| Carried forward | | | | | | | |
| Brought forward | | | | | | | |

SCHEDULE OF QUANTITIES

SECTION B : ROAD WORKS

| ITEM NO | PAYMENT REFERS TO | DESCRIPTION | UNIT | LIC | QTY | RATE | AMOUNT |
|---------|-------------------|---|----------------|-----|-----|------|--------|
| 2.6.2 | 8.2.4 | REINFORCEMENT High-Tensile Welded Mesh Welded Mesh Ref 395 for Road | t | | 3,5 | | |
| 2.6.2 | 8.2.5.1 | CONCRETE FOR CHANNELS AND ROAD Cast insitu concrete class 25/19 for 180mm Concrete | m ³ | | 135 | | |
| 2.6.3 | | Class wood - floated surface finish for to cast insitu | m ² | | 750 | | |
| 2.6.4 | 8.2.8 | Construction Joints (Dwg 25849LW-109) | m | | 270 | | |
| 2.6.5 | 8.2.8 | Contraction Joints (C.J.) Dwg 25849LW-109 | m | | 200 | | |
| 2.6.6 | | Saw Cut Joint | m | | 130 | | |
| | | STORMWATER | | | | | |
| 2.7. | SANS1200 LE | CULVERTS PIPE WORK | | | | | |
| 2.7. | 8.2.8 | SUPPLY AND INSTALL SPLAY CATCHPIT SINGLE SPLAY (D1) SIDE INLET Up to 2 m depth as per drawing Number : 25849LW-102 | No | | 1 | | |
| 2.7. | | PEDESTRIAN DROP KERB Complete as per drawing Number : 25849LW-102 | No | | 1 | | |
| 2.8. | SANS 1200 DK | STONE PITCHING | | | | | |
| 2.9 | 8.2.5 | GROUTED STONE PITCHING | m ² | | 10 | | |
| 2.9.1 | | REMOVAL OF EXISTING CONCRETE PAVEMENT Demolish, Breakout and remove sections of the existing concrete pavement to depth of 30 mm below reinforcement b) Reinforced concrete | m3 | | 23 | | |

TOTAL CARRIED TO SUMMARY

SCHEDULE OF QUANTITIES

SECTION C : WATER AND SEWER

| ITEM NO | PAYMENT REFERS TO | DESCRIPTION | UNIT | LIC | QTY | RATE | AMOUNT |
|-----------------|-------------------|--|-------------------|-----|-----|------|--------|
| 3 | SANS 1200 DB | EARTHWORKS | | | | | |
| 3.1. | 8.3.1 | Site Preparation | | | | | |
| 3.1.1 | 8.3.1.1 | Clear and strip site | m ² | LI | 235 | | |
| 3.1.2 | 8.3.1.2 | Remove topsoil to nominal depth of 150mm, stockpile and maintain | m ² | LI | 120 | | |
| | SANS 1200 DB | EARTHWORKS (PIPE TRENCHES) | | | | | |
| 3.2. | 8.3.2 | Excavate in all materials trenches, backfill, compact, and dispose of surplus material, for trench width of 850 mm | | | | | |
| 3.2.1 | | Exceeding 0.0 m but not exceeding 1.5 m | m | | 235 | | |
| | | b) Extra-over items 8.3.2 above for: | | | | | |
| 3.2.2 | 1) | Intermediate excavation | m ³ | | 20 | | |
| 3.2.3 | 2) | Hard rock excavation | m ³ | | 2 | | |
| 3.2.4 | 3) | Excavate and dispose of unsuitable material from trench bottom (provisional) | m ³ | | 2 | | |
| | 8.3.3 | Excavation Ancillaries | | | | | |
| | 8.3.3.1 | Make up deficiency in back-fill material (Provisional) | | | | | |
| 3.2.5 | | a) from other necessary excavations on site | m ³ | | 2 | | |
| 3.2.6 | | c) by importation from commercial sources | m ³ | | 2 | | |
| 3.2.7 | 8.3.3.4 | Overhaul on material hauled in excess of 1.0km (to be approved by Engineer). | m ³ km | | 50 | | |
| | 8.3.5 | Existing Services that Intersect or Adjoin a Pipe Trench | | | | | |
| | 8.3.5 a) | Existing Services that Intersect a trench | | | | | |
| 3.2.8 | | 600 mm ND Storm water pipes | No | | 1 | | |
| 3.2.9 | | up to 160 mm ND water pipes | No | | 2 | | |
| 3.2.10 | | up to 200 mm ND sewer pipes | No | | 2 | | |
| 3.2.11 | | Electrical underground cable up to 16 kVA | No | | 2 | | |
| 3.2.12 | | Electrical underground cable over 16 kVA | No | | 2 | | |
| | 8.3.5 b) | Existing Services that Adjoin the Pipe Trench | | | | | |
| 3.2.13 | | 1) Chambers and structures | m | | 5 | | |
| 3.2.14 | | up to 160 mm ND water pipes | m | | 10 | | |
| 3.2.15 | | up to 200 mm ND sewer pipes | m | | 10 | | |
| | 8.3.6 | Finishing | | | | | |
| | | Reinstate Existing Services | | | | | |
| 3.2.16 | | Reinstate paved driveways/parking areas: | m ² | | 5 | | |
| 3.2.17 | | Reinstate asphalt road surfaces, thickness of 50 mm | m ² | | 5 | | |
| 3.2.18 | | Reinstate road kerbing | m | | 20 | | |
| Carried forward | | | | | | | |

SCHEDULE OF QUANTITIES

SECTION C : WATER AND SEWER

| ITEM NO | PAYMENT REFERS TO | DESCRIPTION | UNIT | LIC | QTY | RATE | AMOUNT |
|-----------------|---------------------|--|----------------|-----|-----|------|--------|
| Brought forward | | | | | | | |
| 3.2.19 | 8.3.6.1(d) | Replace topsoil and local grasses in accordance with the Environmental Specifications | m ² | | 120 | | |
| 3.3. | SANS 1200 L | MEDIUM PRESSURE PIPELINES | | | | | |
| | 8.2.1 | Supply, lay and bed pipes complete with couplings for : | | | | | |
| 3.3.1 | | 160 mm NB Class 9 uPVC pipe | m | LI | 35 | | |
| 3.3.2 | | 50 mm NB Class 9 HDPE pipe | m | LI | 200 | | |
| | | Isolating Valves: Supply and install, inclusive of adaptors, fittings and short pipes, complete with Flange adaptors for HDPE pipes | | LI | | | |
| 3.3.3 | | 50mm NB RSV Flanged PN12 | No. | | 4 | | |
| | 8.2.2 | Extra over items 8.2.1 above for Supply, Fixing and Bedding of fittings and specials complete (chambers measured elsewhere) | | | | | |
| 3.3.4 | 8.2.10 | Extra over 8.2.2 for Connecting to Existing works | No | | | | |
| | 8.2.11 (b) | Install: Concrete | | | | | |
| 3.3.5 | | Thrust blocks (15/19) | m ³ | LI | 1 | | |
| 3.3.6 | | Formwork | m ² | | 4 | | |
| 3.4. | | VALVE CHAMBERS | | | | | |
| 3.4.1 | 8.2.13 | Covers for Valve chambers, size up to 1.5 x 1.5 x 1.5m, complete as per drg No 404 for: | No. | LI | 4 | | |
| 3.4.2 | | Supply, install and paint PI and route markers | No. | | 5 | | |
| | | BOX VALVE CHAMBERS | | | | | |
| | 8.2.13 | Thermo Plastic Box Valve Chambers | | LI | | | |
| 3.4.3 | | Box for 50mm NB Isolating Valves | No. | | 4 | | |
| 3.5. | SANS 1200 LB | BEDDING (PIPES) | | | | | |
| | 8.2.1 | Provision of bedding from trench excavations: | | | | | |
| 3.5.1 | | a) Selected granular material | m ³ | LI | 10 | | |
| 3.5.2 | | b) Selected fill material | m ³ | | 10 | | |
| | 8.2.2 | Supply only of bedding by importation | | | | | |
| | 8.2.2.1 | From other necessary excavations | | | | | |
| 3.5.3 | | a) Selected granular material | m ³ | | 10 | | |
| 3.5.4 | | b) Selected fill material | m ³ | | 10 | | |
| | 8.2.2.3 | From Commercial Sources. | | | | | |
| 3.5.5 | | a) Selected granular material | m ³ | | 10 | | |
| 3.5.6 | | b) Selected fill material | m ³ | | 10 | | |
| Carried forward | | | | | | | |
| Brought forward | | | | | | | |

SCHEDULE OF QUANTITIES

SECTION C : WATER AND SEWER

| ITEM NO | PAYMENT REFERS TO | DESCRIPTION | UNIT | LIC | QTY | RATE | AMOUNT |
|---------------------------------|--------------------|--|------|-----|------|------|--------|
| 3.6.7 | PTS | STERILIZATION & HYDROTESTING | | | | | |
| 3.6.8 | | Pressure test 160mm mPVC mains (km of pipe) | km | | 0,04 | | |
| 3.6.9 | | Pressure test 40 - 50mm HDPE Reticulation | km | | 0,20 | | |
| 3.6.10 | | Accomodation of Traffic | sum | | 1 | | |
| 3.7. | SANS 1200LD | SEWERS | | | | | |
| | | Replacement of manhole covers, grid inlets and the like | | | | | |
| 3.7.1 | | (a) Up to 750mm | No | | 1 | | |
| 3.7.2 | | (b) 750mm to 1000mm | No | | 1 | | |
| 3.7.3 | | (c) 1000mm to 1500mm | No | | 1 | | |
| | | Frames for manhole covers | | | | | |
| 3.7.4 | | (a) Up to 750mm | No | | 1 | | |
| 3.7.5 | | (b) 750mm to 1000mm | No | | 1 | | |
| 3.7.6 | | (c) 1000mm to 1500mm | No | | 1 | | |
| | | Mechanical or hydraulic cleaning of sewer pipes and structures (Presure Jetting) | | | | | |
| 3.7.7 | | (a) Up to 150mm | m | | 1400 | | |
| 3.7.8 | | (b) 151mm to 300mm | m | | 130 | | |
| TOTAL CARRIED TO SUMMARY | | | | | | | |

SCHEDULE OF QUANTITIES

SUMMARY OF SCHEDULES

| | | |
|---|-------------------------------------|-------|
| 1 | SECTION A : PRELIMINARY AND GENERAL | ..... |
| 2 | SECTION B : ROAD WORKS | ..... |
| 3 | SECTION C : WATER AND SEWER | ..... |

| | |
|-------------------------|-------|
| SUBTOTAL..... | |
| ADD CONTINGENCIES (10%) | _____ |
| SUBTOTAL..... | |
| Add VAT (15%) | _____ |

| | |
|--|--------------|
| TENDER SUM (CARRIED FORWARD TO "FORM OF OFFER") | _____ |
|--|--------------|

ENGINEER'S SPECIFICATIONS/ NOTES

DEPARTMENT OF EDUCATION EASTERN CAPE

CONTRACT NO: SCMU-6-15/16-0083

MAJOR REPAIRS AND RENOVATIONS THUBALETHU HIGH SCHOOL IN FORT BEAUFORT

ROADWORKS

THE CONTRACT

PART C3: SCOPE OF THE WORKS

DEPARTMENT OF EDUCATION EASTERN CAPE

CONTRACT NO: SCMU-6-15/16-0083

MAJOR REPAIRS AND RENOVATIONS THUBALETHU HIGH SCHOOL IN FORT BEAUFORT

ROADWORKS

THE CONTRACT
PART C3: SCOPE OF THE WORKS

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| | | |
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| C3.2 | ENGINEERING | C3.7 |
| C3.3 | PROCUREMENT | C3.10 |
| C3.4 | CONSTRUCTION | C3.12 |
| C3.5 | MANAGEMENT | C3.18 |
| C3.6 | AMENDMENTS TO THE STANDARD SPECIFICATIONS | C3.28 |

DEPARTMENT OF EDUCATION EASTERN CAPE

CONTRACT NO: SCMU-6-15/16-0083

MAJOR REPAIRS AND RENOVATIONS THUBALETHU HIGH SCHOOL IN FORT BEAUFORT

ROADWORKS

C3.1: DESCRIPTION OF THE WORKS

C3.1: DESCRIPTION OF THE WORKS

a) Employer's Objectives

The scope comprises renovations, maintenance work at the existing Thubalethu High School. The existing buildings to be renovated consists of caretaker's block, Double storey blocks containing a Four (04) blocks of Girls & Boys Hostels including Matron house, showers, laundries, waiting room, twenty-four rooms; Single storey blocks containing ten dining room inclusive of two toilets, kitchen; Main kitchen; external works including fencing, walkways, channels, roads, sewer line, water supply, etc.

The contract will cover only the repairs and renovation of civil engineering works at Thubalethu High School.

C3.1.1 DESCRIPTION OF THE SCHOOL AND ITS SERVICES

The Thubalethu High School complex comprises of class rooms, hostels and support service facilities, and is serviced as follows:

Water

The complex is serviced via a municipal supply, fed from reservoirs located in Bhofolo township. The supply, which used to feed both Thubalethu High School (THS), as well as Cape College (CC), comprises a 150mm AC main running through THS and to CC, feeding both facilities with off-takes to the various buildings within each facility. There is a single domestic and fire-fighting supply system.

A new dedicated metered supply to CC, from where the municipal main enters THS, running parallel to the western boundary of THS, to CC, is currently being installed under a separate contract.

See drawing 25849LW-003 for a layout of the existing water supply system, as well as the works currently being implemented for CC via separate contract.

Sewerage

The complex is currently serviced via a local waterborne system servicing both Thubalethu High School (THS), as well as Cape College (CC). The sewer system (generally 100mm to 150 mm mains) drain both facilities to a package plant located in CC, for treatment and subsequent disposal of the final effluent into the environment below CC.

DEPARTMENT OF EDUCATION EASTERN CAPE

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MAJOR REPAIRS AND RENOVATIONS THUBALETHU HIGH SCHOOL IN FORT BEAUFORT

ROADWORKS

Systems are currently being installed under a separate contract, whereby the sewage flows from each facility will be pumped, via its own pump station, into the municipal network for treatment and subsequent disposal.

See drawing 25849LW-004 for a layout of the existing sewerage system, as well as the works currently being implemented for CC, THS, via separate contract.

Roads and stormwater

The complex can be accessed off MR 00633 running through Bhofolo and servicing both CC and THS.

THS is serviced by a network of internal asphalt, concrete and gravel surfaced roads, as well as informal gravel tracks. The asphalt and concrete roads have kerbing, draining stormwater to catch pits for disposal.

There is also a separate stormwater system, comprised of berms, catch pits and stormwater pipes, which drains stormwater to the area below THS (in vicinity of the new sewage pump station).

See drawing 25849LW 005 for a layout of the existing road and stormwater netw

C3.1.2 DESCRIPTION OF SITE AND ACCESS

The site is located in Fort Beaufort, in the Raymond Mhlaba Local Municipal area of the Amathole District Municipality in the Eastern Province.

Fort Beaufort is located on the R63, refer to drawing 25849LW-001 for mapping indicating the location of Fort Beaufort.

The site is generally accessible off surfaced municipal road Grey Street / Main Road (MR 00633) to Cape College / Healdtown .

C3.1.3 NATURE OF GROUND AND SUB-SOIL CONDITIONS

Refer to the Geotechnical Report of the area

C3.1.4 DESCRIPTION OF THE PROPOSED WORKS

Roads and Stormwater

General

It is proposed to rehabilitate the asphalt road surfaces to reinforced concrete paved (or interlocked brick) standard and to undertake remedial works to the existing concrete paved and gravel surfaced roads. The existing stormwater systems will be cleaned and refurbished as required.

Specific scope of work

- Rehabilitate existing concrete surfaced road, some 752 m², to 180mm reinforced concrete road pavement, with 600 m construction joints.
- Construct 1 No. new stormwater catch pit and one pedestrian drop kerb.

Water

General

It is proposed to construct new 50 PN10 HDPE off-takes from the newly constructed trunk main, complete with isolating valves, to the respective buildings and support facilities, will be also be provided. The existing mains will be formally abandoned, but only after the new network has been commissioned; i.e. it is necessary to retain a water supply to the functioning facilities at THS for the duration of the works.

Fire hydrants will be serviced or replaced, and be connected to the new mains.

Specific scope of work

- Isolate and abandon existing 150 AC mains supply, as well as off-takes;
- Supply, install & commission off-take mains comprising some 200m of new 50mmØ PN 10 HDPE pipe, complete with fittings and chambers.
- Supply, install & commission off-take mains comprising some 40m of new 160mmØ PN 12 MPVC/uPVC pipe, complete with fittings and chambers.
- Construct cover slabs with lockable lids for incomplete valve chambers.
- Expose water leaks on newly installed water mains.

DEPARTMENT OF EDUCATION EASTERN CAPE

CONTRACT NO: SCMU-6-15/16-0083

MAJOR REPAIRS AND RENOVATIONS THUBALETHU HIGH SCHOOL IN FORT BEAUFORT

ROADWORKS

See drawing 25849LW-003 for the layout of the proposed water supply system.

Sewerage

General

Specific scope of work

- Pressure jet and/or mechanically clean the complete sewerage network, comprised of some 1530m of 100 to 150mmØ pipe;
- Clean and inspect sewer manholes;
- Construction of new cover slabs on existing manholes;
- Replace missing manhole covers on existing manholes.

See drawing 25849LW-004 for the layout of the existing sewerage system, the proposed sewerage works and the works currently being implemented for THS via separate contract.

DEPARTMENT OF EDUCATION EASTERN CAPE

CONTRACT NO: SCMU-6-15/16-0083

MAJOR REPAIRS AND RENOVATIONS THUBALETHU HIGH SCHOOL IN FORT BEAUFORT

ROADWORKS

C3.2: ENGINEERING

C3.2: ENGINEERING**C3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX***Design Services and Activity Matrix*

| <i>Description</i> | <i>Responsible</i> |
|---|---------------------------|
| Concept, feasibility and overall process | Employer |
| Basic Engineering and detail layout to tender stage | Employer's representative |
| Final design to approved for construction stage | Employer's representative |
| Preparation of as built drawings | Employer's representative |

C3.2.2 DRAWINGS**a) General**

The drawings as listed in below form part of the tender documents and shall be used for tender purposes only. Revised drawings will be issued for construction purposes.

The Contractor will be supplied with an unreduced paper print of each of the drawings. These prints will be issued free of charge and the Contractor shall make any additional prints he may require at his own cost.

Any information in the possession of the Contractor necessary for the Resident Engineer to complete his as-built drawings shall be supplied to the Resident Engineer before a Certificate of Completion will be issued.

Only figured dimensions shall be used and drawings may not be scaled unless so instructed by the Engineer. The Engineer will supply any figured dimensions, which may have been omitted from the drawings.

The levels given on the structural drawings are subject to confirmation on the site, and the Contractor shall submit all levels to the Engineer for confirmation before he commences any structural construction work. The Contractor shall also check all clearances given on the drawings and shall inform the Engineer of any discrepancies.

DEPARTMENT OF EDUCATION EASTERN CAPE

CONTRACT NO: SCMU-6-15/16-0083

MAJOR REPAIRS AND RENOVATIONS THUBALETHU HIGH SCHOOL IN FORT BEAUFORT

ROADWORKS

ROADWORKS

C3.4: CONSTRUCTION

C3.4.1 APPLICABLE STANDARDS

The standards applicable to this Contract are the SANS 1200 Standardized Specifications detailed below and the variations, amendments and additions to the SANS 1200 Standardized Specifications, as well as the Particular Specifications described elsewhere in the document.

C3.4.2 LIST OF APPLICABLE STANDARDIZED SPECIFICATIONS

| | | |
|--------------|---|----------------------------|
| SANS 1220 A | : | GENERAL |
| SANS 1200 AB | : | ENGINEERS OFFICE |
| SANS 1220 C | : | SITE CLEARANCE |
| SANS 1200 D | : | EARTHWORKS |
| SANS 1200 DB | : | EARTHWORKS (PIPE TRENCHES) |
| SANS 1200 DK | : | GABIONS AND PITCHING |
| SANS 1200 GA | : | CONCRETE (SMALL WORKS) |
| SANS 1200 L | : | MEDIUM PRESSURE PIPELINES |
| SANS 1200 LB | : | BEDDING (PIPES) |
| SANS 1200 LD | : | SEWERS |
| SANS 1200 LF | : | ERF CONNECTIONS (WATER) |
| SANS 1200 LE | : | STORMWATER DRAINAGE |
| SANS 1200 M | : | ROADS (GENERAL) |
| SANS 1200 ME | : | SUB-BASE |
| SANS 1200 MF | : | BASE |
| SANS 1200 MK | : | KERBING AND CHANNELLING |
| SANS 1200 MM | : | ANCILLARY ROADWORKS |

C3.4.3 PLANT AND MATERIALS

Materials

The contract will supply all materials.

Plant

The contractor shall supply all plant required for the complete execution of the works

General

The Contractor will thereafter be responsible to provide and/or to procure all the plant, material and other resources necessary for the successful completion of the Works.

C3.4.4 EQUIPMENT

The Contractor is responsible to provide and/or to procure all the requisite equipment for the successful completion of the Works.

C3.4.5 EXISTING SERVICES

All known services are indicated on the drawings and will be pointed out to the Contractor at the outset of the Contract, or prior to works commencement in a particular area.

The Contractor will be responsible to repair at his own cost, all known services damaged by the Contractor in the completion of the Works. Such repairs shall be timeously completed to the satisfaction of the Engineer.

C3.4.6 SITE ESTABLISHMENT

a) Services and Facilities Provided by the Employer

The Employer will not be responsible to provide any services and or facilities.

b) Facilities Provided by the Contractor

The Contractor is responsible to provide all the facilities required for the due fulfilment of his obligations in terms of the Contract.

Separate facilities (offices only) shall be provided for the exclusive use of the Former Contractor's staff to be mentored under this contract.

No area has specifically been identified for the establishment of a camp site.

ROADWORKS

The Contractor is therefore required to identify and establish his own camp site. Approval by the Principal Agent and the local community is required prior to the establishment of the camp site.

On completion of the Works, the Contractor must rehabilitate the site in accordance with the requirements of the Environmental Management Plan and to the satisfaction of the Principal Agent.

The costs of providing the above shall be deemed to be included in the rates rendered.

c) Storage and Laboratory Facilities

The Contractor shall be responsible for providing his own laboratory to undertake the process control testing for which he is responsible in terms of the Contract. Alternatively, the Contractor may make arrangements for testing to be undertaken at a laboratory approved by the Engineer.

Acceptance testing on behalf of the Employer shall be undertaken by an **independent laboratory separately appointed by the Employer.**

All results obtained from the Contractor's process control testing shall immediately be made available to the Engineer.

The costs of providing the above shall be deemed to be included in the rates tendered.

d) Other Facilities and Services

The Contractor shall be responsible for providing all other facilities and services required for the due fulfilment of his obligations in terms of the Contract, such as power, water, telecommunications, security services, medical, fire protection, sanitation, toilets and soild waste disposal.

The requirements of the Environmental Management Plan in this regard are to be adhered to.

The costs of providing the above shall be deemed to be included in the rates tendered.

C3.4.7 SITE USAGE

The Contractor shall take all reasonable measures to establish ownership and current usage of the land in the vicinity of the Woks, prior to setting out the Works and commencing with construction. All concerns or issues, which may have a bearing on the construction of the Works must be brought to the attention of the Engineer for resolution prior to construction.

Where the Contractor is required to work within or in close proximity to land used or owned by others, the Contractor shall act in a responsible manner, taking cognizance of the rights of others.

ROADWORKS

The usage of the site shall also be restricted by the requirements of the Environmental Management Plan.

C3.4.8 ALTERATIONS, ADDITIONS, EXTENSIONS AND MODIFICATIONS TO EXISTING WORKS

Where the Contractor is required, as part of the Contract, to connect to infrastructure, the Contractor shall notify the Engineer at least 1 week in advance of his intention to work on / connect to existing works in order that the necessary preparatory works are put in place to avoid undue negative impacts on the normal operation of the networks.

The Contractor will also be required to prove the adequacy of the works already completed, and undertake remedial works as may be required, to ensure the efficient operation of the completed works.

C3.4.9 WATER FOR CONSTRUCTION PURPOSES

The Contractor may obtain water for construction purposes from the municipal supply network. These water supplies may however be remote from the works.

The Contractor must make adequate provisions in his tender for all negotiations and procurement of water for construction and commissioning activities. All related costs will be deemed to be included in his rates tendered.

Access to this water source may be denied if it is found that the Contractor is unduly wasting water.

C3.4.10 SURVEY CONTROL AND SETTING OUT OF THE WORKS

The Engineer will indicate to the Contractor the positions of the various works components, as well as the routes of all the pipelines. Thereafter, the Contractor will be responsible for all setting out of the Works.

C3.4.11 TESTS

After completion of the Works and before first delivery is taken, a full test will be carried out on the installation for a period of sufficient duration to determine the satisfactory working thereof. During this period the installations will be inspected and the Contractor shall make good, to the satisfaction of the Employer, any defects which may arise.

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The appointed Contractor shall provide all instruments and equipment required for testing and any water, power and fuel required for the commissioning and testing of the installations at completion.

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C3.5: MANAGEMENT

C3.5 MANAGEMENT OF THE WORKS

C3.5.1 APPLICABLE STANDARDS

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

Certain aspects however require further attention as described hereafter.

C3.5.2 PLANNING AND PROGRAMME

The Contractor is required to submit for approval by the Engineer, within the timeframe stipulated in the Contract Data, a programme of works. The programme must be for the full contract period stipulated in the Contract Data and must clearly indicate all the main construction activities, their sequence and the critical path. The Contractor may not proceed with construction activities until such time as the programme has been approved by the Engineer.

The Contractor is required to report on and update the programme on a monthly basis.

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

The following constraints shall be taken into account in preparing the construction programme:

- a) Plant and personnel requirements to complete the project in the contract period must be incorporated in the Tender.
- b) If during the time for completion of the Works or any extension thereof abnormal rainfall or wet conditions occurs, then the formula in (c) below shall be used to calculate separately the delay for each calendar month or part thereof. It shall be calculated each month during the contract period as the time for the completion of the Works and any extension time in accordance with JBCC that may have been granted by the Employer, or until the issue date of the certificate of practical completion, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for the month.

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- c) At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the Contract:

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

If any value of V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.

The delay for a part of a month shall be calculated by substituting pro-rata values for the variables in the equation.

The symbols shall have the following meanings:

V = Delays due to rain in calendar days in respect of the calendar month under consideration.

Nw = Actual number of days during the calendar month on which a rainfall of Y mm or more per day has been recorded.

Rw = Actual rainfall in mm for the calendar month under consideration.

Nn = Average number of days in the relevant calendar month (as derived from existing rainfall records provided in the project specifications) on which a rainfall of Y mm or more per day has been recorded. Values of Nn are provided in the table in Paragraph (j) below.

Rn = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the project specifications. Values of Rn are provided in the table in Paragraph (j) below.

X = 50, unless otherwise provided in the project specifications.

Y = 10, unless otherwise provided in the project specifications.

- d) The total delay that will be taken into account for the determination of the total extension of time for the Contract shall be the algebraic sum of the monthly totals for the period under consideration. But if the grand total is negative, the time for completion shall not be reduced on account of abnormal rainfall.
- e) The total extension of time for any calendar month shall not exceed (Nc – Nn) calendar days, where Nc = number of calendar days in the month under consideration.

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- f) The factor $(Nw - Nn)$ shall be considered to represent a fair allowance for variations from the average number of days during which rainfall equals or exceeds Y mm.

The factor $(Rw - Rn) \div X$ shall be considered to represent a fair allowance for variations from the average for the number of days during which rainfall does not equal or exceed Y mm per day, but wet conditions prevent or disrupt work.

- g) This formula does not take into account any flood damage, which could cause further or concurrent delays and which should be treated separately in so far as extension of time is concerned.
- h) Accurate rain gaugings shall be taken at a suitable point on the site daily at 08H00 unless otherwise agreed to by the Engineer, and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorised persons.
- i) The normal rain delays which the Contractor shall accommodate in his programme, and for which no extension of time will be considered, is provided below:

| CALENDAR MONTH | AVERAGE NUMBER OF DAYS ON WHICH MORE THAN 10mm OF RAIN IS EXPERIENCED Nn | AVERAGE MONTHLY RAINFALL (mm) Rn |
|---------------------------------|---|-------------------------------------|
| January | 4 | 114 |
| February | 4 | 110 |
| March | 4 | 106 |
| April | 3 | 49 |
| May | 2 | 26 |
| June | 1 | 15 |
| July | 1 | 18 |
| August | 2 | 21 |
| September | 2 | 46 |
| October | 3 | 74 |
| November | 4 | 99 |
| December | 4 | 104 |
| AVERAGE TOTAL FOR A YEAR | 34 days | 783 |

C3.5.3 METHODS AND PROCEDURES

The Contractor is required to undertake all construction activities in an orderly fashion and to maintain the cleanliness of the site during the contract period, to the satisfaction of the Principal Agent and/or Engineer.

The Contractor is required to take note of and comply with the requirements of the Environmental Management Plan contained in this document. Monthly audits will be conducted by others to ensure compliance thereto. During the setting out of the works, guidance should be sought from the Principal Agent/Engineer prior to the removal of trees and shrubs.

No blasting operations may be undertaken without the approval of the Principal Agent/Engineer. The requisite documentation indicating the competence of the blaster, the approvals of the relevant authorities and the method statement for each blast, are required for approval purposes.

Adequate materials should be available from the site. These shall be opened and managed in accordance with the requirements of the Environmental Management Plan.

All suitable excess materials may be spread over the trench width. However, no rocks or boulders greater than 0.15m³ or of mass exceeding 25kg, may be placed within 35m of the centreline of pipeline. Such materials are to be disposed at suitable locations within the freehaul distance.

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site and the conservation of topsoil and the rehabilitation of the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Furthermore, portions of the Works must be completed and suitably rehabilitated before moving onto new portions of the Works.

The Principal Agent / Engineer reserves the right to limit the number of working fronts to ensure that the above is adhered to. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure with the above or to properly manage rain and surface water, will not be considered.

The Contractor shall take all reasonable measures to maintain access to properties and a free flow of traffic during the construction of the works. Where it is this required to disrupt access and the free flow of traffic, it must be kept to a minimum, be of short duration and adequate notice and traffic accommodation measures must be provided. Furthermore, the approval of the Principal Agent / Engineer must be sought in advance of any planned disruption.

ROADWORKS

The Contractor is to undertake all reasonable measures to minimize dust, noise, water, waste and other impediments and shall comply with the requirements of the Environmental Management Plan contained in this document.

The Contractor is required to obtain permission from the Principal Agent / Engineer prior to working outside normal working hours.

The Contractor will be obliged to comply with the QA system of the Engineer, which dictates the requirements pertaining to inspections required prior to covering works.

C3.5.4 QUALITY PLANS AND CONTROL

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. However, the Contractor will also be required to comply with certain QA systems imposed by the Engineer, concerning to the approval of temporary works.

Process Control:

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

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

Acceptance control:

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

C3.5.5 ENVIRONMENT

The Contractor is required to undertake the construction of the Works in such a manner so as to minimize its impact on the environment. To this end, the Contractor is required to comply with the requirement of the Environmental Management Plan.

C3.5.6 OTHER CONTRACTORS

ROADWORKS

It is envisaged that other contractors appointed to undertake the construction of the other section of the bulk sewerage network and that these works will be undertaken concurrently with these Works.

The Contractor is therefore required to take cognizance of the above, plan work activities accordingly and assist in a constructive manner to facilitate the completion of the entire works.

C3.5.7 TESTING, COMPLETION, COMMISSIONING AND CORRECTION OF DEFECTS

It is required that pipelines undergo and comply with the requisite acceptance tests prior to the connection to any existing works. Only once the Engineer has satisfied himself with the adequacy on the initial tests, will the Contractor be allowed to commission the Works. A method statement for the commissioning of the works will however be required for approval in advance of the commissioning.

Should any components of the works not meet the requirements of the initial tests, they shall be repaired by the Contractor at his own costs, and be re-tested, prior to the commissioning of the works.

C3.5.8 RECORDING OF WEATHER

It is required that a rain gauge be erected on site at an approved location and that all rainfall be recorded and agreed to on a daily basis.

C3.5.9 MANAGEMENT MEETINGS

It is required that a suitably qualified representative of the Contractor attend monthly progress meetings and technical meetings for the duration of the Contract.

C3.5.10 FORMS FOR CONTRACT MANAGEMENT

It is required that the Contractor submit the requisite progress, plant, labour and other pertinent information on a monthly basis, in the format to be provided by the Employer, for the management of the contract and reporting to the Employer, as well as the various provincial and national government departments.

All site instructions are to be recorded in writing in triplicate on pro forma forms to be provided by the Contractor.

C3.5.11 DAILY RECORDS

ROADWORKS

It is required that a daily site diary of all plant and labour on site, and all details of work performed be maintained on site by the Contractor. Similar documentation will be maintained by the Engineer.

C3.5.12 BONDS AND GUARANTEES

All bonds and guarantees required to be provide by the Contractor in undertaking his obligations in terms of this Contract, will be held in safe keeping by the Principal Agent, and returned to the Contractor as required in terms of the Contract.

C3.5.13 HEALTH AND SAFETY

It is a requirement of this contract that the Contractor provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly or indirectly affected by his activities, are not exposed to hazards to their health and safety.

To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014 by the Department of Labour.

For the purpose of this Contract, the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act contained in the Agreement and Contract Data.

Health and Safety Specifications and Plans:

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification is included in Principal Contractor Contract

C3.5.14 Samples and Alternatives

The preferred manufacturer / makers of equipment and / or material are as described in either the Project Specification, the Standard Technical Specifications or as listed in the Schedule of Quantities.

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The Employer reserves the right to specify the equipment and / or materials utilised in the Works. No alternatives to equipment and / or materials are to be used unless written approval is obtained from the Engineer.

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C3.6 AMENDMENTS TO THE STANDARD SPECIFICATIONS

C3.6: VARIATIONS AND ADDITIONS TO THE STANDARDIZED SPECIFICATIONS

The following variations and additions to the SANS 1200 Standardized Specifications referred to in clause C3.4.1 will be valid for this contract. The prefix "PSA" indicates an amendment to SANS 1200 A, "PSC" to SANS 1200 C, etc. The numbers following these prefixes are the relevant clause numbers in SANS 1200.

PSA GENERAL (1986)

PSA 2 INTERPRETATIONS

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 as applicable.

Specified: As specified in the standardized specifications, the drawings or the project specifications. Specifications shall have the corresponding meaning."

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 amount or the contract time of completion

Time-related charge: A charge, the amount of which is varied in accordance with the time for completion of the work as adjusted in accordance with the provisions of the contract.

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

PSA 2.4 Abbreviations

a) Abbreviations relating to standard documents

Add the following abbreviation:

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"CKS : SANS Co-ordinating Specification."

PSA 2.8 Items In Schedule of Quantities

PSA 2.8.1 Principle

In the fourth line after the word "Specification" add "or in the measurement and payment clause of the standard or particular specification or section or project 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:

"The Contractor must provide the Engineer with at least 48 hours notice prior to control testing being required. Furthermore, the Contractor must make provision in his programme for the undertaking, and calculation of results, of such testing. Construction of any work that depends on control testing, for which test results are not available will be undertaken at the Contractors own risk."

ADD THE FOLLOWING SUBCLAUSE(S):

PSA 3.3 Ordering of Materials

The quantities set out in the schedule of quantities have been determined from calculations based on data available at the time and should therefore be considered to be only approximate quantities. The Contractor shall therefore, verify the quantities before ordering materials of any kind. No liability or responsibility whatsoever shall be attached to the Employer for materials ordered by the Contractor except if they have been 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

ROADWORKS

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 tidy condition.

No personnel will be allowed to reside on the site. Only night watchmen may be on the site after hours."

ADD THE FOLLOWING TO CLAUSE 4.2:

Storage of Materials

Rubber articles, including pipe insertion or joint rings, shall be stored in a suitable shed and kept away from sunlight, oil or grease. Living accommodation shall not be used for the storage of materials.

Large items not normally stored in a building shall be neatly stacked or laid out on suitable cleaned areas at the Site. Grass or vegetation shall not be allowed to grow long in the storage areas and the material shall be kept free of dust and mud, and be protected from stormwater. Pipes shall be handled and stacked in accordance with the manufacturer's recommendations, special care being taken to avoid stacking to excessive heights and placing over hard objects. uPVC pipes shall be protected from direct sunlight by suitable covers.

Every precaution shall be taken to keep cement dry and prevent access of moisture to it from the time it leaves the place of manufacture until it is required for use on the Site. Any bags of cement which show any degree of hydration and setting shall be removed from the Site of the Works and replaced at the Contractor's own expense.

PSA 5 CONSTRUCTION

PSA 5.1 Survey

PSA 5.1.1 Setting Out of the Works

SUBSTITUTE THE FIRST SENTENCE IN CLAUSE 5.1.1 WITH THE FOLLOWING:

Setting out of the works shall be done from survey pegs along the street reserve boundaries and from bench-marks as indicated on the drawings. The Contractor shall, within two (2) weeks after the site has been handed over to him, ascertain the correctness of all pegs and bench-marks. Any

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discrepancy shall immediately be reported in writing to the Engineer. Any costs or subsequent costs arising from discrepancies which had not been reported to the Engineer within the aforementioned period shall be the sole responsibility of the Contractor.

PSA 5.1.2 Preservation and replacement of survey beacons and pegs subject to the Land Survey Act

DELETE THE WORDS "in the vicinity of boundaries" IN THE SECOND SENTENCE OF SUB-CLAUSE 5.1.2 AND REPLACE THE WORDS "under the direction of" IN THE SAME SENTENCE WITH "in consultation and liaison with".

ADD THE FOLLOWING AFTER THE SECOND SENTENCE OF SUB-CLAUSE 5.1.2:

"The Contractor and the Engineer shall record on the said list, their concurrence or disagreement (as the case may be) regarding the completeness and accuracy of the details recorded therein."

REPLACE THE THIRD SENTENCE OF SUB-CLAUSE 5.1.2 WITH THE FOLLOWING:

"At the completion of the Contract, the Contractor shall expose all pegs that were listed at the commencement of the construction as being in order and the Contractor shall arrange with a registered Land Surveyor for the checking of the positions of all such pegs and the replacement of those that the Land Surveyor's check reveals have become disturbed or damaged. The Contractor shall, as a precedent to the issue of the Certificate of Completion, provide to the Engineer, a certificate from the registered Land Surveyor, certifying that all the pegs listed at the commencement of construction in accordance with the provisions of this clause, have been checked and that those found to have been disturbed, damaged or destroyed have been replaced in their correct positions, all in accordance with the provisions of the said Act.

The costs of all checking, replacement and certification as aforesaid shall be entirely for the Contractor's account. This, with the provision always that the Contractor shall not be held liable for the cost of replacement of pegs which:

- a) cannot reasonably be re-established in their original positions by reason of the finished dimensions of the permanent works, and
- b) the Contractor can prove beyond reasonable doubt to the satisfaction of the Engineer, were disturbed, damaged or destroyed by others beyond his control."

PSA 5.2 **Watching, Barricading, Lighting and Traffic Crossings**

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ADD THE FOLLOWING TO CLAUSE 5.2:

The Contractor shall employ competent watchmen to guard the works both day and night.

From the time work on any portion of the Works commences, until the Completion of the Works and the issue of the Certificate of Completion of the Works, the Contractor shall be responsible for protecting the property of the Municipality and all persons having business on the Site from anything dangerous or likely to cause damage or injury.

The Contractor shall take all practical precautions to avoid nuisance or inconvenience to the owners or occupiers of properties near to the Site and to the public generally whilst carrying out the Works and shall at all times keep the Site clean and in safe and satisfactory condition. Dust control shall be exercised by frequently and whenever required spraying cleared surfaces and bypasses with water.

The crossing of any tarred roads to connect to the water and sewer mains must be done in half widths, or as required by the Engineer.

PSA 5.3 Protection Of Existing Structures

REPLACE "Machinery and Occupational Safety Act, 1983 (Act No 6 of 1983)" *WITH* "Occupational Health and Safety Act, 1993 (Act No 85 of 1993), as amended," *AND INSERT THE FOLLOWING AFTER* "(Act No. 27 of 1956)": "as amended".

PSA 5.4 Protection of Overhead and Underground Services

REPLACE THE HEADING AND THE CONTENTS OF SUB- CLAUSE 5.4 WITH THE FOLLOWING:

PSA 5.4 Location And Protection Of Existing Services

PSA 5.4.1 Location of existing services

Before commencing with any work in an area, the Contractor shall ascertain the presence and actual position of all services which can reasonably be expected by an experienced and competent Contractor to be present on, under, over or within the Site.

Without in any way limiting his liability in terms of the Conditions of Contract in relation to damage to property and interference with services, the Contractor shall, in collaboration with the Engineer, obtain the most up-to-date plans as are available, showing the positions of services existing in the area where he

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intends to work. Neither the Employer nor the Engineer offers any warranty as to the accuracy or completeness of such plans and because services can often not be reliably located from plans, the Contractor shall ascertain the actual location of services depicted on such plans by means of careful inspection of the Site.

Thereafter, the Contractor shall, by the use of appropriate methodologies, carefully expose the services at such positions as are agreed to by the Engineer, for the purposes of verifying the exact location and position of the services.

Where the exposure of existing services involves excavation to expose underground services, the further requirements of sub-clauses 4.4 and 5.1.2.2 of SANS 1200 D (as amended) shall apply.

The aforesaid procedure shall also be followed in respect of services not shown on the plans but which may reasonably be anticipated by an experienced Contractor to be present or potentially present on the site.

All services, the positions of which have been determined as aforesaid at the critical points, shall henceforth be designated as 'known services' and their positions shall be indicated by the Contractor on a separate set of drawings, a copy of which shall be furnished to the Engineer without delay.

As soon as any service which has not been identified and located as described above is encountered on, under, over or within the site, it shall henceforth be deemed to be a known service and the aforesaid provisions pertaining to locating, verifying and recording its position on the balance of the site shall apply. The Contractor shall notify the Engineer immediately when any such service is encountered or discovered on the Site.

Whilst he is in possession of the Site, the Contractor shall be liable for all loss of or damage as may occur to

- a) known services, anywhere along the entire lengths of their routes, as may reasonably be deduced from the actual locations at which their positions were verified as aforesaid, due cognisance being taken of such deviations in line and level which may reasonably be anticipated, and
- b) any other service which ought reasonably to have been a known service in accordance with the provisions of this clause,

The Contractor shall also be liable for consequential damage in regard to (a) and (b), whether caused directly by the Contractor's operations or by the lack of proper protection.

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No separate payment will be made to the Contractor in respect of his costs of providing, holding available on the Site and utilising the said detecting and testing equipment, nor for any costs incurred in preparing and submitting to the Engineer the Drawings as aforesaid. These costs shall be deemed included in the Contractor's other tendered rates and prices included in the Contract.

Payment to the Contractor in respect of exposing services at the positions agreed by the Engineer and as described above will be made under the payment items (if any) as may be provided for in the respective sections of the specifications pertaining to the type of work involved.

PSA 5.4.2 Protection during construction

The Contractor shall take all reasonable precautions and arrange its operations in such a manner as to prevent damage occurring to all known services during the period which the Contractor has occupation and/or possession of the Site.

Services left exposed shall be suitably protected from damage and in such a manner as will eliminate any danger arising there from to the public and/or workmen, all in accordance with the requirements of the prevailing legislation and related regulations.

Unless otherwise instructed by the Engineer, no services shall be left exposed after its exact position has been determined and all excavations carried out for the purpose of exposing underground services shall be promptly backfilled and compacted. In roadways, the requirements of Sub clause 5.9 of SANS 1200 DB should be observed. In other areas compaction is to be to 90% modified AASHTO density.

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 comply with any additional requirements of the Local Authority.

PSA 5.4.3 Alterations and repairs to existing services

Unless the contrary is clearly specified in the Contract or ordered by the Engineer, the Contractor shall not carry out alterations to existing services. When any such alterations become necessary, the Contractor shall promptly 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.

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Should damage occur to any existing services, the Contractor 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 appropriate steps to minimise damage to and interruption of the service. No repairs of telecommunication cables or electric power lines and cables shall be attempted by the Contractor.

PSA 5.7 Safety

REPLACE THE CONTENTS OF SUBCLAUSE 5.7 WITH THE FOLLOWING:

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

- a) Provide to its Employees on the site of the works, all safety materials, clothing and equipment necessary to ensure full compliance with the provisions of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as amended (hereinafter referred to as the Act) at all times, and shall institute appropriate and effective measures to ensure the proper usage of such safety materials, clothing and equipment at all times;
- 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 works;
- e) Full compliance with all other requirements pertaining to safety as may be specified in the Contract.

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

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

Where any such investigations reveal, or where it comes to the Engineer's attention that the Contractor is in any way in breach of the requirements of the Act or is failing to comply with the provisions of this clause, the Engineer shall, in accordance with the provisions of clause 5.11 of the Conditions of Contract, be entitled to suspend progress on the works or any part thereof until such time as the Contractor has demonstrated to the satisfaction of the Engineer, that such breach has been rectified.

The Contractor shall have no grounds for a claim against the Employer for extension of time and/or additional costs if the progress on the works or any part thereof is suspended by the Engineer in terms of this clause, and the Contractor shall remain fully liable in respect of the payment of penalties for late completion in accordance with the provisions of clause 5.13 of the Conditions of Contract should the Contractor fail to complete the Works on or before the specified due completion date in consequence of the suspension.

Persistent and repeated breach by the Contractor of the requirements of the Act and/or this clause shall constitute grounds for the Engineer to act in terms of subclause 9.2 of the Conditions of Contract and for the Employer to cancel the Contract in accordance with the further provisions of the said clause 9.2."

ADD THE FOLLOWING SUB-CLAUSE TO CLAUSE 5:

"PSA 5.9 Progress and Technical Meetings

The Contractor or his authorised agent will be required to attend regular Progress and Technical meetings, which shall normally be held fortnightly on dates and at times determined by the Engineer, but in any case whenever reasonably required by the Engineer. Unless otherwise indicated in the Contract or instructed by the Engineer, such meetings shall be held at the Contractor's offices on the site. At such monthly meetings, matters such as general progress on the works, quality of work, problems, claims, payments, and safety shall be discussed, but not matters concerning the day-to-day running of the Contract."

PSA 8 MEASUREMENT AND PAYMENT

PSA 8.1 Measurement

PSA 8.1.2 Preliminary and general items or section

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PSA 8.8.5 Cost of Survey in Terms of the Land Survey Act..... Unit: Sum

SUBSTITUTE A 8.8.5 WITH THE FOLLOWING:

The sum shall cover the cost of all labour, plant and material required for the searching and compilation of a list, all in accordance with the requirements as set out in clause A 5.1.2.

The cost of the Contractor's responsibility for the setting out of the Works in terms of Subclause 5.1.1 and the preservation and replacement of beacons and pegs subject to the Land Survey Act in terms of Subclause A 5.1.2 will be held to be covered by the sums tendered for other obligations under Subclauses 8.3.3 and 8.4.5.

PSA 8.9 Additional Survey

- a) As instructed by the EngineerUnit: PC Sum
- b) Overheads, changes and profit on item (a)
aboveUnit: percentage (%)

PSAB ENGINEERS OFFICE (1986)

PSAB 3 MATERIALS

PSAB 3.2 Office Building(s)

ADD THE FOLLOWING:

"The Contractor shall provide an air conditioner for both cooling and heating. At least 2 single phase plug points shall be provided. A plan hanger for A0 plans shall also be provided."

PSAB 5 CONSTRUCTION

PSAB 5.5 Survey Assistants

SUBSTITUTE "two or more" IN THE FIRST SENTENCE OF AB 5.5 WITH "two".

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PSAB 5.6 Survey Equipment

NEW CLAUSE

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

- a) one automatic level plus tripod and staff;

The above-mentioned equipment may by arrangement be shared between the Contractor and the Engineer's representative.

The Contractor shall keep the equipment continuously insured against any loss, damage or breakage, and he shall indemnify the Engineer and the Municipality against any claims in this regard.

The Contractor shall maintain the equipment in good working order and keep it clean throughout the Contract period.

PSC SITE CLEARANCE (1982)

PSC 1 SCOPE

ADD THE FOLLOWING:

"This section also covers the removal of foreign materials such as sand, rubbish, etc from areas within the site boundary where work must be executed by the Contractor."

PSC 3 MATERIAL

PSC 3.1 Disposal of Material

SUBSTITUTE THE FIRST SENTENCE OF C 3.1 WITH THE FOLLOWING:

Material obtained from clearing and grubbing and demolition of structures shall be disposed of at the municipal dump site or alternative dump site as approved by the Engineer.

PSC 5 CONSTRUCTION

PSC 5.1 Areas To Be Cleared And Grubbed

ADD THE FOLLOWING:

"Pipeline routes shall be cleared to a distance of 2.0 m on both sides

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of the pipeline centre line. Route pegs or markers shall not be destroyed or damaged during clearing operations."

PSC 5.2 Cutting Of Trees

ADD THE FOLLOWING:

"The Contractor shall make all due allowance for protection of trees. NO TREE/S SHALL BE REMOVED WITHOUT PRIOR CONSENT OF THE ENGINEER IN CONSULTATION WITH THE EMPLOYER. Branches may not be trimmed in any way except by the Employer or his appointed agent. Damage to any tree/s, which is in the sole discretion of the Engineer constitutes permanent defacement of such tree/s, shall result in a penalty of R5 000 (Five Thousand Rand) per mature tree damaged.

Such penalty will be offset against monies due to the Contractor in terms of certificates issued by the Engineer, should such tree require to be replaced, the cost of such replacement shall be entirely for the account of the Contractor.

Penalties for the damage of smaller trees, shrubs, etc shall be R1000.00/per tree or shrub damaged. Replacement or making good shall be entirely for the account of the Contractor.

The Contractor shall also be held accountable for damage to plants resulting from placement of fill or removal of soil, except as directed by the Engineer.

PSC 5.3 Clearing

ADD THE FOLLOWING:

"The tenderers attention is drawn to the fact that all items described under subclause 5.3 which are not separately listed in the bill of quantities must be included in the price for item PSC 8.2.1."

PSC 5.5 Re-clearing of Vegetation

ADD THE FOLLOWING:

"Where areas have to be recleared on the written instructions of the Engineer, such reclearing shall be carried out at the Contractor's own cost and the Contractor is advised therefore, not to clear areas at such an early stage that reclearing may become necessary."

PSC 8 MEASUREMENT AND PAYMENT

PSC 8.1 Payment

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PSC 8.1.1 Clear and grub

REPLACE THE FIRST LINE WITH THE FOLLOWING:

"The area designated by the Engineer to be cleared and grubbed will be measured in square metre to the nearest square metre or sum with separately scheduled items for different areas or,"

ADD THE FOLLOWING:

"The rate shall also include the cost of reinstating existing lawns/gardens and/or tarred surfaces in and surrounding the cleared area that are damaged during the clear and grub activity." The rate shall include the cost of buying new material where required and all liaisons with the relevant property owners.

PSC 8.2.5 Take down and re-instate / replace existing fences, gates and walls
..... Unit: m

REPLACE THE CLAUSE WITH THE FOLLOWING:

The rate shall include all labour and materials required for the dismantling and re-erection of fences, gates and walls to the original or improved state. The cost of sorting and stacking all materials on sites indicated by the engineer and the cost of loading, transporting and off-loading of such materials is included. The rate shall include the transport and safe disposal of any scrap material and rubble. The re-erection of the infrastructure must happen as soon as possible after construction work has been completed. The contractor shall arrange for temporary barriers during construction.

The unit of measurement will be metre length and the detail of the item to be dismantled and re-instated shall be specified.

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PSD EARTHWORKS (1988)

PSD 2 INTERPRETATIONS

PSD 2.3 Definitions

REPLACE THE DEFINITION "Borrow" WITH THE FOLLOWING:

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

REPLACE THE DEFINITION "Stockpile" WITH THE FOLLOWING:

"Stockpile (Verb): The process of selecting and, as maybe necessary, loading, transporting and offloading material in a designated area for later use and a specific purpose."

ADD THE FOLLOWING DEFINITIONS:

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

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

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

Roadbed: The in situ material on which a fill is to be constructed.

Placing: Placing shall mean spreading of backfilling material, watering, mixing, compacting, final grading, complying with the required tolerances and providing for testing, all in accordance with the requirements of the specification."

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PSD 3 MATERIALS

PSD 3.1 Classification for Excavation Purposes

PSD 3.1.1 Method of classifying

Add the following:

"Classification of material other than 'soft excavation' shall be agreed upon before excavation may be commenced. The Contractor shall immediately inform the Engineer if 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 advise the Engineer thereof in good time shall entitle the Engineer to classify, at his discretion, such excavation as may have been executed in material of a different nature."

PSD 3.3 Selection

PSD 3.3.1 General

REPLACE THE SECOND PARAGRAPH WITH THE FOLLOWING:

"The Contractor shall deal selectively with materials from all excavations to ensure that no acceptable backfill or bedding material is contaminated by material unfit for use. No additional payment shall be made in this regard and all costs related to the above selection process shall be included in the applicable payment items. Should useful material be contaminated to such an extent that it is regarded as unfit for use, the Contractor shall at his own cost, dispose of this material and replace it with material of an equivalent standard to the acceptable in situ material."

ADD THE FOLLOWING:

"The Contractor shall preserve the top soil, in accordance with the requirements of the Environmental Management Plan, for subsequent use on site."

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PSD 5 CONSTRUCTION

PSD 5.1 Precautions

PSD 5.1.1 Safety

PSD 5.1.1.1 Barricading and lighting

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

PSD 5.1.1.2 Replace "Machinery and Occupational Safety Act, 1983 (Act 6 of 1983)" with "Occupational Health and Safety Act, 1993 (Act 85 of 1993)".

PSD 5.1.1.3 Explosives

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

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

- a) The Engineer shall be authorized to prohibit the use of explosives in cases where, in his opinion the risk of injury to persons or damage to property or adjoining structures is too high. Such action by the Engineer shall not entitle the Contractor to any additional payment for having to resort to other less economical methods of construction.
- b) The Engineer's prior approval shall be obtained in writing in respect of each and every blasting operation carried out. Such approval may be withheld in the event of the Contractor not acting responsibly and carefully in his use of explosives.
- c) The requirements of the Explosives Act, Act 6 of 1956, and the requirements of the Inspector of Explosives shall be complied with.
- d) Before any blasting is undertaken the Contractor shall satisfy the Engineer that he has established whether or not the insurers concerned require pre- and post-blasting inspections of buildings and structures within a certain radius of the proposed blasting to be carried out.

Should such inspections be required, the Contractor shall, together with the Engineer and the insurer, examine and measure any buildings, houses or structures in the vicinity of the proposed blasting and establish and record, together with the owner, lessee or occupier

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thereof, the extent of any cracking or damage that may exist before the commencement of blasting operations.

It shall be the responsibility of the Contractor to make good at his own expense any further damage to such houses, buildings or structures which is a result of the blasting.

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

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

PSD 5.1.2 Existing services

PSD 5.1.2.2 Detection, location and exposure

REPLACE THE CONTENTS OF SUBCLAUSE 5.1.2.2 WITH THE FOLLOWING:

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

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

- a) In roadways: 93% Mod AASHTO density; and

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b) In all other areas: 90% Mod AASHTO density.

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

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

PSD 5.1.2.3 Protection of cables

REPLACE SUBCLAUSE 5.1.2.3 WITH THE FOLLOWING:

"5.1.2.3 Protection during construction

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

Should any service not being a known service be discovered or encountered during the course of the Contract, the Contractor shall, in addition to complying with the requirements of subclause 5.4.2 of SANS 1200 A (as amended), immediately notify the Engineer thereof and implement such measures as will prevent damage of such service or, if it was damaged in the course of discovery, will prevent and minimise the occurrence of any further damage occurring."

PSD 5.1.3 Stormwater and groundwater

ADD THE FOLLOWING:

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

PSD 5.1.5 Reinstatement and maintenance of roads

ADD THE FOLLOWING:

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

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PSD 5.1.6 Road traffic control

DELETE THE SECOND SENTENCE OF SUBCLAUSE 5.1.6.

ADD THE FOLLOWING:

Traffic accommodation at road crossings shall be in accordance with SANS 1921.

PSD 5.2 Methods and Procedures

PSD 5.2.2 Excavation

PSD 5.2.2.1 Excavation for general earthworks and for structures

ADD THE FOLLOWING TO PARAGRAPH (b):

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

Immediately before any permanent construction is commenced, all loose material shall be removed or thoroughly compacted."

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

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

Where excavations for structures in hard material have been carried out, the Engineer may however require the over-excavation to be backfilled with a weak concrete if there is a danger of settlement or differential settlement of the foundations.

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

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PSD 5.2.2.2 Borrow pits

ADD THE FOLLOWING:

Where it is specified that material shall be obtained from commercial sources, the Contractor shall be responsible and include in his prices for borrow to fill from commercial sources, for finding a source of suitable material, for making all arrangements for procuring the material with the owner of the source, for the payment of any royalties, charges or damages and, for transporting the material to the site regardless of the distance involved. No payment will be made for the removal of overburden or stockpiling at the commercial source and no extra over payment for excavating in intermediate, hard or boulder material shall apply."

PSD 5.2.2.3 Disposal

ADD THE FOLLOWING:

No designated disposal sites have been identified. Surplus material excluding rock material, shall be neatly spread, shaped and trimmed across the pipe servitude or disposed of at a site approved by the Engineer. Surplus rock or bolder material shall be disposed of at sites agreed to with the Engineer in accordance with the requirements of the Environmental Management Plan.

ADD THE FOLLOWING SUBCLAUSES:

"PSD 5.2.2.4 Selection and stockpiling

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

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

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PSD 5.2.4.2 Topsoiling

REPLACE THE LAST SENTENCE WITH:

"The final thickness of the topsoil shall be as directed by the Engineer or as indicated on the drawings.

PSD 5.2.4.3 Grass or other Vegetation

ADD THE FOLLOWING SUBCLAUSE:

"The grass or vegetation planted shall be guided by the Environmental Management Plan. All erosion damage occurring during the establishment of the vegetative cover, whether by natural, animal or human causes, shall be made good by the contractor at his expense."

PSD 5.2.5 Transport for Earthworks

PSD 5.2.5.1 Freehaul

REPLACE "0.5km" IN THE LAST SENTENCE WITH "1.0km".

PSD 5.2.5.2 Overhaul

REPLACE THE SECOND SENTENCE WITH THE FOLLOWING:

"There will be no distinction between limited and long overhaul. Overhaul will be paid beyond the end of the applicable freehaul by the shortest possible route, for the balance of the overhaul distance".

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PSDB EARTHWORKS (PIPE TRENCHES) (1989)

PSDB 3 MATERIALS

PSDB3.1 Methods of classifying (Clause 3.1)

REPLACE THE CONTENTS OF THIS SUB-CLAUSE WITH THE FOLLOWING:

PSDB3.1.1 Save and except in respect of those portions of the Works which are specified in Portion 1 of the Project Specifications to be executed utilising Labour Intensive Construction Methods, the Contractor may use any method he chooses to excavate any class material, but his chosen method of excavation shall not determine the classification of the excavation. The Engineer will determine the classification of the materials.

PSDB3.1.2 The classification will be based on the specified construction methods, inspection of the material to be excavated and on the criteria given in PSDB3.2 below, as applicable.

PSDB3.1.3 Where the utilisation of Labour Intensive Construction Methods is specified in Portion 1 of the Project Specification for certain classes of excavation only, the material for those classes of material to be excavated using Labour Intensive Construction Methods will be classified in terms of PSDB3.2.2 and for those classes of excavation which are not required to be executed by Labour Intensive methods, classification will be based on the criteria given in PSDB3.2.1

(i.e. Where it is specified that the excavation of soft materials only shall be executed using Labour Intensive Construction Methods, the classification of the soft material to be so excavated will be based on the criteria given in PSDB3.2.2(a) and the Contractor will be required to excavate all such soft material by Labour Intensive methods. However, when the material is classified in terms of PSDB3.2.2 (b) to be "intermediate" and is thus no longer required to be excavated by Labour Intensive methods, the classification of the material not required to be excavated using Labour Intensive methods will be based on the criteria given in PSDB3.2.1 (thus a material classified as "intermediate" in terms of PSDB3.2.2 (b) may in terms of PSDB3.2.1 be deemed to be "soft" and will be measured and paid as such under such circumstances.).

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- PSDB3.1.4 All tools and equipment referred to in PSDB3.2 shall be in good mechanical and operational condition.
- PSDB3.1.5 "Efficiently" as used in PSDB3.2.2 (a) - (c) shall be taken to mean "in a manner that can be reasonably expected of a Contractor, having regard to the production achieved".
- PSDB3.1.6 The classification of material other than "soft excavatability" shall be agreed upon before excavation may commence.
- PSDB3.1.7 The Contractor shall immediately inform the Engineer if and when the nature of the material being excavated changes to such an extent that a new classification is warranted for further excavation. Failure on the part of the Contractor to advise the Engineer in good time shall entitle the Engineer to reclassify, at his discretion, such excavated material.

PSDB3.2 Classes of Excavation (Sub-Clause 3.1)

ADD THE FOLLOWING NEW SUB-CLAUSE:

- PSDB3.2.1 Classes of excavation where Labour Intensive Construction Methods are NOT specified

The excavation of material will, in the case of work which is NOT required in terms of the Contract to be executed utilising Labour Intensive Construction Methods, be classified according to SANS 1200D for the purpose of measurement and payment.

ADD THE FOLLOWING NEW SUB-CLAUSE:

- PSDB3.2.2 Classes of excavation where Labour Intensive Construction Methods are specified

The excavation of material will, in the case of work which is required in terms of the Contract to be executed utilising Labour Intensive Construction Methods, be classified as follows for purposes of measurement and payment:

a) General

"If written community consent is received via the Community Liason officer, that Labour Intensive Construction is not required, then the requirements of PSDB3.2.1 will apply."

"All Labour Intensive Excavation that cannot be classified as Soft Excavation as given below, will be excavated by non-labour intensive means, and be classified as per PSDB3.2.1 above.

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b) Soft excavation

i) Class 1

Soft excavation Class 1 shall be excavation, including the excavation of boulders not exceeding 0,04 m³, in material that can be excavated and removed from the excavation by an average able bodied labourer or group of such labourers, at a rate of not less than 2,0 m³ per 9,25 hour working day per labourer, using only picks, "gwalas", shovels and similar hand tools.

ii) Class 2

Soft excavation Class 2 shall be excavation, including the excavation of boulders not exceeding 0,04 m³, (excluding soft excavation Class 1) in material that can be excavated and removed from the excavation by an average able bodied labourer or group of such labourers, at a rate of not less than 1,0 m³ and not more than 2,0 m³ per 9,25 hour working day per labourer, using only picks, "gwalas", shovels and similar hand tools.

PSDB 3.5

Backfill Materials

ADD THE FOLLOWING PARAGRAPHS:

"c) Cement stabilized backfilling

Backfilling shall be stabilized with 5% cement where directed by the Engineer. Aggregate shall consist of approved soil or gravel containing stones not bigger than 38 mm and with a plasticity index not exceeding 10.

The soil or gravel shall be mixed with 5% cement and shall be compacted in layers of 100 mm thick to 90% of modified AASHTO density.

d) Soilcrete backfilling

Aggregate for soilcrete shall be mixed with 1 part cement with 12 parts soil as per PSLB 8.1.7 and shall consist of approved soil or gravel containing stones not bigger than 38 mm and with a plasticity index not exceeding 10.

The soil or gravel shall be mixed in a concrete mixer with the cement and enough water to such a consistency that the mixture can be placed with vibrators to fill all voids between the pipe and the sides of the trench. Shuttering shall be used where necessary."

PSDB 3.7

Selection

Replace the words "if he so wishes" in the first line of the second paragraph with the words "at his own cost".

PSDB 4 PLANT

PSDB 4.1 Excavation Equipment

ADD THE FOLLOWING PARAGRAPH:

"All excavations in excess of the specified depth and width, must be backfilled with approved backfilling material. No additional payment regarding this will be made as it will be assumed that payment is included in the tendered rates for the applicable items."

PSDB 4.3 Compaction Equipment

ADD THE FOLLOWING TO DB 4.3:

Heavy mechanical rammers shall not be used until the fill has reached a depth of 300 mm above the top of the pipe.

PSDB 5 CONSTRUCTION

PSDB 5.1 Precautions

PSDB 5.1.3 Accommodation of traffic and access to properties

REPLACE THE SEMICOLON AND THE WORD "and" AT THE END OF SUBCLAUSE 5.1.3(a) WITH A FULL STOP AND REPLACE ITEM (b) WITH THE FOLLOWING:

"b) Where necessary to provide and maintain pedestrian and vehicular access to properties affected by the works, the Contractor shall construct and maintain to the satisfaction of the Engineer, such temporary access roads around, and/or steel or timber bridges over excavations in roads, pavements, entrances or accesses to properties.

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Temporary pedestrian access bridges shall be at least 1,2 m wide and temporary access bridges for vehicles shall be at least 3,6 m wide. All temporary access bridges shall be fitted with handrails as well as protective mesh fencing on both sides.

On completion of the work, the Contractor shall dismantle and remove all such temporary constructions and reinstate these areas to their former condition.

Except only where the Engineer has included in the Schedule of Quantities, particular payment items specifically therefore, the Contractor will not be paid directly for the construction and maintenance of temporary access roads and/or the provision and maintenance of bridges as aforementioned, and the costs thereof shall be deemed included in the Contractor's tendered rates for excavation."

PSDB 5.4 Excavation

ADD THE FOLLOWING:

"All excavation for pipes must be done according to the trench excavation method, and not to the fill method. No additional payment extra over to that listed under item 8.3.3 will be made for pipes, culverts or any other structure that falls within the road or fill layers. Trenches shall be of such a depth that the minimum cover over the pipes shall be as indicated on the detail drawings."

PSDB 5.5 Trench Bottom

ADD THE FOLLOWING TO DB 5.5:

Unsuitable material shall only be removed from the trench bottom after an instruction in writing from the Engineer to this effect. Payment for over excavation and backfill of over excavation will not be made unless the work is carried out according to written instructions from the Engineer.

All over excavation in the trench bottom shall be backfilled with selected material complying with the requirements of SANS 1200 LB Clause 3.2 and shall be compacted to 90% mod. AASHTO density.

PSDB 5.6 Backfilling

PSDB 5.6.3 Disposal of Soft Excavation Material

ADD THE FOLLOWING TO DB 5.6.3:

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All surplus and unsuitable material as described in DB 5.6.3 shall be disposed of at a municipal dump site or other dump site as approved by the Engineer.

PSDB 5.6.6 Completion of Backfilling

Backfilling of all pipe services to the top of the selected blanket cover shall be done within three days after laying of pipes, except that pipe joints of pipes to be tested will be left open for a distance of 0,5 m both sides of the joint until the pressure test has passed after which the backfilling of pipe joints will be completed in accordance with requirements of this document.

"PSDB 5.6.9 Backfilling around structures

Backfilling around a structure shall not be commenced before it has been approved by the Engineer.

Approved granular material shall be used as backfill material around structures as shown on the drawings and shall be placed in layers not exceeding 150 mm compacted thickness, each layer being thoroughly compacted as specified on the drawings."

PSDB 5.7 **Compaction**

PSDB 5.7.2 Areas Subject to Traffic Loads:

ADD THE FOLLOWING:

"All pipe trenches that fall within 1 000 mm of the road edges shall be regarded as areas subject to traffic loads."

PSDB 5.9 **Reinstatement of Surfaces**

PSDB 5.9.5 Bitumen Roads: Surfacing

PSDB 5.9.5.1 General

ADD THE FOLLOWING TO DB 5.9.5.1:

Asphalt thickness to equal at least the existing bitumen wearing course.

PSDB 8 **MEASUREMENT AND PAYMENT**

ROADWORKS

PSDB 8.1 Basic Principles

PSDB 8.1.2 Add the following:

"In the road prism the ground surface from which depth will be measured will always (irrespective of operation sequenced) be the road bed level at centre-line."

INSERT THE FOLLOWING HEADING FOR CLAUSE 8.1.2 :

"Trenches not required to be excavated by Labour Intensive Construction methods"

ADD THE FOLLOWING NEW SUB-CLAUSE : (Clause 8.1.5)

"Works required to be executed utilising Labour Intensive Construction methods

Separate items will be provided for works covered by this Specification which are required to be executed by Labour Intensive Construction methods and for works for which the utilisation of such methods is not required.

Trenches shall be measured per meter, irrespective of length.

Measurement and payment for works covered by this Specification and required to be executed utilising Labour Intensive Construction (LIC) methods shall, unless otherwise stated, be mutatis mutandis in accordance with the provisions of SANS 1200DB as amended in this Project Specification.

PSDB 8.3 Scheduled Items

PSDB 8.3.2 Excavation

ADD THE FOLLOWING TO D 8.3.2(a):

Excavation in soft material by labour intensive methods for trenches shallower than 1,5 m and where the total depth of the trench can be classified as excavation in soft material.

a) Class 1.....Unit: m

b) Class 2.....Unit: m

PSDB 8.3.3 Excavation Ancillaries

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PSDB 8.3.3.3 Compaction in road reserves..... Unit: m³

ADD THE FOLLOWING TO DB 8.3.3.3:

This item is applicable where the requirements of DB 5.7.2 are applicable.
This item is only applicable to the backfill above the bedding and fill blanket.

PSDB 8.3.7 Accommodation of traffic

REPLACE THE HEADING AND CONTENTS OF ITEM 8.3.7 WITH THE FOLLOWING:

PSDB 8.3.7 "Accommodation of traffic.....Unit: sum

The tendered sum shall, (except where particular items are scheduled to cover particular costs) include full compensation for compliance with the requirements of 5.1.3 of SANS 1200 DB (as amended), including the construction and maintenance of bypasses and the use of existing roads as bypasses during the construction period.

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It shall also include full compensation: for the provision, maintenance and removal of all traffic control measures, including temporary traffic signs, road markings, lighting, barricading, flagmen and, where necessary, communications equipment to regulate traffic; for the construction of temporary drainage works; for the maintenance of drainage works; and for arrangements for moving and subsequently reinstating services for the purposes of accommodating traffic, attending to traffic problems and complying with the requirements of the Road Traffic Ordinance and the relevant local authorities.

The tendered lump sum shall not be adjusted in the event of any extension of time for completion being granted by the Engineer in accordance with clause 5.12 of the Conditions of Contract.

Payment shall be made in equal monthly instalments over the entire period allowed for completion, provided that where any extension of time for completion is granted, the amount which shall be payable under this item in any subsequent monthly payment certificate shall be the outstanding unpaid amount of the lump sum, divided by the number of months remaining until the due completion date of the Contract, as revised in accordance with the Conditions of Contract."

ADD THE FOLLOWING NEW CLAUSES

"PSDB 8.3.8 Grassing and other vegetation cover including topsoiling..... Unit: m²

The rate shall include the cost of excavating topsoil from stockpiles and spreading and replacing local grasses and vegetation in accordance with the Environmental Specification. SANS 1200 D shall apply, including clauses 5.2.1.2, PSD 5.2 4.2 and PSD 5.2.4.3.

ROADWORKS

PSGA CONCRETE (SMALL WORKS) (1982)

PSGA 3 MATERIALS

PSGA 3.2 Cement

PSGA 3.2.1 Applicable Specifications

ADD THE FOLLOWING:

"Only the use of Portland Cement shall be allowed."

PSGA 5 CONSTRUCTION

PSGA 5.2 Formwork

PSGA 5.2.1 Classification of Finishes

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:-

"All concrete finishes shall be classified as Smooth unless shown otherwise on the drawings. Imperfections such as small fins, bulges, irregularities, surface honeycombing and unacceptable surface discolorations shall be made good and repaired by approved methods. The finished dimensions shall be to Degree of Accuracy II as defined in Clause 6 of SANS 1200 G."

PSGA 5.4 Concrete

PSGA 5.4.1.6 Ready Mix Concrete

The production of concrete at a central production facility shall be permitted. In all cases a design mix shall be submitted for the Engineer's approval prior to use of such concrete.

PSGA 7 TESTS

PSGA 7.2 Testing

PSGA 7.2.1 General

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:-

"A test shall consist of 6 cubes taken on the site of the specific work. Of these, 3 shall be tested at 7 days and 3 at 28 days at an approved laboratory."

ROADWORKS

Should these tests not meet the requirements of the specification the concrete shall be rejected unless the Contractor can prove, at his own cost, the acceptability thereof. Tests taken at a central production facility for ready mixed concrete as part of their quality control shall not be acceptable for evaluation.”

ADD THE FOLLOWING SUBCLAUSE

PSGA 8.3 Scheduled Items

“PSGA 8.2.4 e) Large, circular, of diameter over 0.35m up to and including 1.8m (for building of manholes).....Unit: m²”

ADD THE FOLLOWING NEW CLAUSES

“PSGA 8.9 Sluice gates..... Unit: no

The tendered rate shall include the fabrication and installation of sluice gates per the drawing. The rate shall include the gate, handle and the framework, and all anchors and bolts. The type and/or size will be indicated.

PSGA 8.10 Screen Unit: no

The tendered rate shall include the fabrication and installation of screens as per the drawing. The rate shall include all anchors and bolts.

PSGA 8.11 Brick Wall.....Unit: m²

The tendered rate shall include the supply and construction of a superstructure wall. The bricks shall be clay face / semi-face bricks to SABS 227, code E, with a minimum strength of 15 MPa. The bond shall be English or Stretcher bond. The bricks shall be placed in class 1 mortar. The rate shall include plastering mixed with “coprax”. The rate shall cover the inclusion of (brickforce), every third brick layer. It shall be specified whether the wall is single, double or cavity wall.

PSGA 8.13 Slip joint between wall and roof slab Unit: m

The tendered rate shall include the supply and installation of two layers of three ply malthoid, laid horizontally on top of the brickwork to form a slip joint between the tops of the walls and underside of the roof slab. The tendered rate shall include the mortar bed on top of the wall. Measurement shall be made per metre length of wall on which the two layers of malthoid are installed. Payment shall be made on completed and approved installations only.

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PSHA STRUCTURAL STEELWORK (SUNDRY ITEMS) (1990)

PSHA 8.3 Scheduled Items

ADD THE FOLLOWING NEW CLAUSES

“PSHA 8.3.7 Flexible pipe joint (pipe joint) Unit: number

The tendered rate shall include the procurement, alteration, fabrication and installation of a flexible pipe joint as per the drawing. The rate shall include all anchors and bolts. The unit shall be the number installed “

ROADWORKS

PSL MEDIUM PRESSURE PIPELINES

PSL 3 MATERIAL

PSL 3.1 General

SUBSTITUTE THE FIRST SENTENCE OF L 3.1 WITH THE FOLLOWING:

Types and classes of pipes shall be as scheduled.

PSL 3.3 CI Pipes, Fittings and Specials

ADD THE FOLLOWING TO L 3.3:

All cast iron fittings for use with uPVC pipes shall be coated with two coats of bitumen paint.

PSL 3.8 Jointing Materials

PSL 3.8.4 Loose Flanges

SUBSTITUTE THE FIRST SENTENCE OF THE LAST PARAGRAPH OF L 3.8.4 WITH THE FOLLOWING:

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

PSL 3.9 Corrosion Protection

PSL 3.9.2.1 Steel pipes of nominal bore up to 150 mm

ADD THE FOLLOWING:

Steel pipes shall be galvanised.

PSL 3.9.5 Joints, Bolts, Nuts and Washers

SUBSTITUTE L 3.9.5 WITH THE FOLLOWING:

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

ROADWORKS

PSL 3.10 Valves

ADD THE FOLLOWING SUBCLAUSES:

PSL 3.10.1 Gate Valves

All gate valves shall comply with the requirements of SANS 664 and shall be suitable for a working pressure of 1,6 MPa. All gate valves must be supplied with a square spindle cap, suitable to be used with a valve key.

Gate valves shall have spigot ends unless shown differently on the drawings and shall close clockwise. The direction for opening and closing shall be permanently displayed on the valves. Valves shall have non-rising spindles.

Compression shut-off valves with rubber protected gate and smooth finish without recess inside, shall be used.

All flanged gate valves shall be drilled according to SANS 1123 Table 1600/3. Pipes shall not be tested against a closed valve.

All valves shall be corrosion protected before despatch from the manufacturer. All surfaces shall be sand blasted prior to receiving the coating. The coating for the inside surfaces shall be suitable for use with potable water supply.

PSL 3.10.3 Fire Hydrants

Fire hydrants shall be of the screw-down underground type and shall be suitable for a working pressure of 1,6 MPa. The outlet shall be 63 mm dia gun-metal with bayonet connection with cap top and chain. It shall open clockwise with a square spindle cap of the same size that is specified for the gate valves.

PSL 3.11.6 Surface Boxes

ADD THE FOLLOWING TO L 3.11.6:

The type of boxes shall be as specified on the drawings.

ROADWORKS

PSL 4 PLANT

PSL 4.3 Testing

ADD THE FOLLOWING TO L 4.3

The Contractor must ensure that the test equipment is in good order and that it is calibrated.

PSL 5 CONSTRUCTION

PSL 5.6 Valve and Hydrant Chambers

PSL 5.6.1 General

SUBSTITUTE THE FIRST SENTENCE OF L 5.6.1 WITH THE FOLLOWING:

The drawings of valve and hydrant chambers which are supplied with the document shall supersede the corresponding drawings in the standard specification.

PSL 7 TESTING

PSL 7.3 Standard Hydraulic Pipe Test

PSL 7.3.1 Test Pressure and Time of Test

ADD THE FOLLOWING TO L 7.3.1.1:

Pipes shall not be tested against isolating valves. Special blank flanges or end caps, fully anchored, shall be provided for testing.

SUBSTITUTE L 7.3.1.2 WITH THE FOLLOWING:

The test pressure for field testing shall be 1,5 times the rated maximum working pressure of the pipe e.g. class 12 AC pipe (0,6 MPa rated working pressure) shall be tested to 0,9 MPa and class C AC pipe (0,9 MPa rated working pressure) to 1,35 MPa and a class 9 PVC pipe (0,9 MPa rate working pressure) to 1,35 MPa.

SUBSTITUTE L 7.3.1.3 WITH THE FOLLOWING:

The test pressure applied according to L 7.3.1.2, must, with allowance for any level differences along the pipe line, be such that the pressure at any point in the pipe line will be at least 1,25 times and not more than 1,5 times the rated working pressure of the pipe.

ROADWORKS

PSL 8 MEASUREMENT AND PAYMENT

PSL 8.2 Scheduled Items

PSL 8.2.1 Supply lay and bed pipes complete with couplings Unit: m

ADD THE FOLLOWING:

“No additional measurement and payment will be applicable for cutting of pipes and supplying and fixing of extra couplings”.

PSL 8.2.3 Extra-over 8.2.1 for the Supplying, Fixing and Bedding of Valves Unit: No

ADD THE FOLLOWING TO L 8.2.3:

Valves are measured and paid for per item, complete with the inclusion of the cutting of pipes, couplings, extra excavation and all extra material and labour that is required, including tees, fittings, isolating valves (e.g. under air valves), complete as shown on the drawings. Flanged distance pieces shall be included in the rate for fire hydrants.

PSL 8.2.11 Anchor/Thrust Blocks and Pedestals Unit: m³

SUBSTITUTE L 8.2.11 WITH THE FOLLOWING:

Anchor and thrust blocks shall be measured per cubic metre concrete and the tendered rate shall include for all formwork and reinforcement (where specified) for the required dimensions. The tendered rates shall also include the wrapping of PVC pipes and fittings with Densopol 80 or a similar approved material where the pipes and fittings come into contact with concrete.

PSL 8.2.16 Work On Existing Water Lines

a) Cut into and Connect to Existing Mains Unit: No

State type and size of pipe

c) Connect to end of existing pipe by removing end cap or cutting off pipeUnit: No

State type and size of pipe

The cutting into existing mains shall be measured by the number of each type and diameter of pipe cut into.

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The tendered rate shall include full compensation for all arrangements with the relevant authorities, isolating the main, cutting into the main to accommodate the supplied connecting fitting, dewatering, excavating, removing of excess material, taking steps to prevent the ingress of soil, stones and other material into the main as well as all material and labour to connect the pipe. The indicated size and type of existing water mains may not be correct and shall be exposed and verified by the Contractor before any material is ordered.

ROADWORKS

PSLB BEDDING (PIPES) (1983)

PSLB 3 MATERIALS

PSLB 3.1 Selected Granular Material

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"Selected granular material shall have a PI not exceeding 6 and shall be free from sharp-edged particles exceeding 19 mm."

PSLB 3.2 Selected Fill Material

ADD THE FOLLOWING:

"Where required, selected fill material used for bedding, is to be stabilized with 5% cement as specified under subclause PSDB 3.5(c)."

PSLB 3.3 Bedding

ADD THE FOLLOWING:

"uPVC and HDPE pipes are considered to be flexible pipes for the purpose of this subclause."

PSLB 3.4 Selection

PSLB 3.4.1 Suitable material available from trench excavation

Replace the words "(but is not required)" in the fifth line with the words "(at his own cost)".

ADD THE FOLLOWING TO SUB-CLAUSE LB 3.4.1:

Notwithstanding the requirements of Clause 3.7 of SANS 1200 DB and Subclause 3.4.1 of SANS 1200 LB with regard to the use of selective methods of excavating, the Contractor shall utilise selective excavating methods and provide and use equipment which shall prevent covering or mixing of materials suitable for bedding.

ROADWORKS

PSLB 5 CONSTRUCTION

PSLB5.1 General

PSLB 5.1.3 Placing

ADD THE FOLLOWING NEW SUBCLAUSE:

PSLB 5.1.3.5 Selected fill

The selected fill blanket shall be completely placed and compacted within three (3) days after laying of the pipe, except for 0,5 m both sides of every pipe joint. The Engineer shall have the right to stop any further pipe laying until compliance with the above requirement is achieved and the Contractor shall not be allowed to claim any payment or extension of time for completion due to this requirement.

PSLB 8 MEASUREMENT AND PAYMENT

PSLB 8.1 Principles

PSLB 8.1.5 Disposal Of Displaced Material

DELETE THIS SUB-CLAUSE AND REPLACE WITH THE FOLLOWING:

“Suitable surplus material from whichever source, shall be disposed of along the pipeline servitude within the freehaul distance unless otherwise authorised. Unsuitable material shall be disposed of as authorised by the Engineer.”

PSLB 8.1.6 Freehaul

ADD THE FOLLOWING TO LB 8.1.6:

Freehaul of 1.0km is applicable to selected granular and selected fill material:

PSLB 8.1.7 Encasing of Pipes in Soilcrete

ADD THE FOLLOWING ITEM:

Encase pipe in soilcrete consisting of 1 part cement and 12 parts selected granular material mixed with water to a stiff consistency and mechanically vibrated as concrete. The rate shall include the cost of formwork, material, transport plant and labour.

ROADWORKS

PSLB 8.2 Scheduled Items

PSLB 8.2.1 Provision Of Bedding From Trench Excavation

REPLACE THE PARAGRAPH "THE RATES SHALL" WITH THE FOLLOWING:

"The rates shall cover the cost of acquiring, from within the freehaul distance, bedding that complies with the relevant requirements of the specification, of delivering it to points alongside the trench spaced to suit the Contractor's methods of working, and of disposing of displaced material inside or outside of the site boundaries, within the freehaul distance."

PSLB 8.2.2 Supply only of bedding by importation

PSLB 8.2.2.3 Supply only of bedding by importation from commercial sources
.....Unit: m³

DELETE THE PARAGRAPH "THE RATE SHALL" AND SUBSTITUTE WITH THE FOLLOWING:

"The rate shall cover the cost of acquiring from commercial sources bedding that complies with the relevant requirements of the specification, of delivering it to points alongside the trench spaced to suit the Contractor's methods of working, including all haul and disposing of displaced material inside or outside of the site boundaries, within the freehaul distance."

ADD THE FOLLOWING ITEMS:

"PSLB 8.2.6 Extra over items 8.2.1 and 8.2.2 for bedding stabilised with 5% cement Unit
: m³

The tendered rate shall include full compensation for selecting, mixing, backfilling and compacting the stabilised material to 90% of modified AASHTO density."

PSLB 8.2.7 Extra over items 8.2.1 and 8.2.2 for 1:12 soilcrete bedding ... Unit : m³

The tendered rate shall include full compensation for supply, delivery, mixing, placing, backfilling and compacting the soilcrete bedding".

PSLD SEWERS (1982)

PSLD ADDITIONAL DEFINITIONS

PSLD 3 MATERIALS

PSLD 3.1 Pipes, Fittings and Pipe Joints

PSLD3.1.5 uPVC Pipes

DELETE THE CONTENTS OF THIS SUBCLAUSE AND SUBSTITUTE THE FOLLOWING:

uPVC pipes shall comply with SANS 791 CL34 heavy duty or SANS 1601/1994 CLASS 400 heavy duty.

ADD THE FOLLOWING:

PSLD3.1.8 Structure Wall HDPe Pipes

Structured wall HDPe pipes shall comply with SANS 674:2008

PSLD3.1.9 Steel Pipes

Steel pipes shall be spirally welded 4.5mm thick pipe to SANS 1431 Grade 300WA, galvanised externally and polyurethane lined internally to ASTM A762 – A762M-98.

PSLD 3.5 Manholes, Chambers, Etc.

PSLD 3.5.2 Precast concrete sections

ADD THE FOLLOWING:

"Sectional spun concrete cylinders shall be manufactured from dolomitic aggregate."

PSLD 3.5.7 Step Irons

DELETE THE CONTENTS OF THIS SUBCLAUSE AND SUBSTITUTE THE FOLLOWING:

ROADWORKS

"Step irons shall be of the copolymer polypropylene type with a 12 mm dia. high tensile steel reinforced core and shall be of length suitable for fixing in brick, precast concrete or reinforced fibre cement as applicable."

PSLD 3.6 Marker Posts

Replace the words "project specification" with "drawings."

PSLD 5 CONSTRUCTION

PSLD 5.4 Connections to Manholes

ADD THE FOLLOWING:

"The ends of UPVC Sewer pipes built into manholes shall have clean dry sand glued to the outside using special PVC cement, Tangit or similar approved."

PSLD 5.6 Manholes, Inspection Chambers, Etc

PSLD 5.6.1 General

ADD THE FOLLOWING TO LD 5.6.1:

Manholes shall be constructed as shown on the drawings. The final cover level of manholes in streets and paved areas shall be the same as the level for the street or paved area. In mid block sewers it shall be 150 mm above ground level. If a manhole is positioned at a low point or in a hollow where stormwater infiltration may occur, the manhole cover level must be raised to a level to avoid the danger of infiltration as instructed by the Engineer.

PSLD 5.6.2.2 Benching

REPLACE THE FIRST SENTENCE WITH THE FOLLOWING:

"Concrete benching shall be 30MPa concrete with 13.6mm stone."

PSLD 5.6.2.4 *ADD THE FOLLOWING:*

"uPVC channels and fittings shall Concrete benching shall be 25MPa concrete with 13.6mm stone."

PSLD 5.9 Connecting Sewers

PSLD 5.9.1 Location and details

ADD THE FOLLOWING TO LD 5.9.1:

ROADWORKS

Erf sewer collectors shall be installed in the exact positions as indicated on the drawings and be laid at a minimum gradient of 1:60, except where otherwise ordered by the Engineer. The position of future house connections shall be determined by the Engineer on site.

"PSLD 5.11 Backfilling Around Manholes

"Material used to backfill around manholes that fall within the road reserve must comply with SANS 1200 LB subclause 3.1. Material used to backfill around other manholes must comply with SANS 1200 DB subclause 3.5.

Material adjacent to the walls of the manholes must be watered and mixed to its optimum moisture content, and compacted in layers not exceeding 150 mm in the compacted state. Compaction must be minimum 100% MOD AASHTO for non-cohesive material, and minimum 93% of MOD AASHTO density for cohesive materials.

Backfilling around the structure must be carried out in even layers to avoid uneven side forces."

PSLD 7 TESTING

PSLD 7.1 General

ADD THE FOLLOWING TO LD 7.1.5:

All tests shall be repeated after the completion of backfilling of pipe trenches.

PSLD 7.2 Tests and Acceptance/Rejection Criteria

PSLD 7.2.6 Watertightness of Manholes

ADD THE FOLLOWING:

"Manholes shall be filled with water up to the underside of the frame of the lid. The manhole shall then be left for a hour to ensure that initial absorption takes place and thereafter be topped up.

The level of the water shall not drop by more than 20mm in the following hour. The Contractor shall remove the water after the test has been completed.

ROADWORKS

Under no circumstances shall the water be permitted to drain down the network.

Should any manhole fail to pass the inspection to the satisfaction of the Engineer, the fault or faults shall be made good by the Contractor at his own expense according to methods approved by the Engineer and the work shall be inspected again. The cost of all extra work and inspection shall be borne by the Contractor."

PSLD 8 MEASUREMENT AND PAYMENT

PSLD 8.2 Scheduled Items

PSLD 8.2.2 Extra-Over Item 8.2.1 for Specials

- a) Rodding eyeUnit: No

The tendered rate shall include full compensation for dealing with excavation and backfilling and the cost of construction of the rodding eye complete with 1 m maximum rising pipe, cover box, concrete sleeve, 45 deg bend or plain 45 deg junction and all other specials as per standardised detail.

PSLD 8.2.6 Erf Connections

Substitute LD 8.2.6 with the following:

Future House Connections

- a) Short house sewer connection using:
 - i) uPVC Solid Wall Class 34Unit: No
 - ii) uPVC Structured Wall Class 34.....Unit: No
 - iii) Ultra pipe 400 heavy duty with flexible couplingsUnit: No

The rate includes supply, lay, joint and bed of a 1 m long 110 mm ϕ pipe complete with marker, end cap including Y-junction on erf sewer complete as per drawing. Excavation, backfilling and compaction are excluded.

- b) Long house sewer connection using:
 - i) uPVC Solid Wall Class 34Unit: No
 - ii) uPVC Structured Wall Class 34.....Unit: No

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- iii) Ultra pipe 400 heavy duty with flexible couplingsUnit: No

The rate includes supply, lay, joint and bed of a 1,5 m long 110 mm ϕ pipe complete with marker, end cap including Y-junction on erf sewer complete as per drawing. Excavation, backfilling and compaction are excluded.

- c) Short short house sewer connection using:

- i) uPVC Solid Wall Class 34Unit: No
- ii) uPVC Structured Wall Class 34.....Unit: No
- iii) Ultra pipe 400 heavy duty with flexible couplingsUnit: No

The rate includes supply, lay, joint and bed of a 0,5 m long 110 mm ϕ pipe complete with marker, end cap including Y-junction on erf sewer complete as per drawing. Excavation, backfilling and compaction are excluded.

- d) Future Parks and Business Sewer Connections using:

- i) uPVC Solid Wall Class 34 Unit: No
- ii) uPVC Structured Wall Class 34..... Unit: No
- iii) Ultra pipe 400 heavy duty with flexible couplingsUnit: No

The rate includes supply, lay, joint and bed of end cap with marker. Excavation, backfilling and compaction are excluded.

Toilet Connections

- e) Short toilet connection using:

- i) uPVC Solid Wall Class 34Unit: No
- ii) uPVC Structured Wall Class 34.....Unit: No
- iii) Ultra pipe 400 heavy duty with flexible couplingsUnit: No

The rate includes supply, lay, joint and bed of a 1,3 m long 110 ϕ pipe complete with Y-junction on erf sewer collector as per drawing. Excavation, backfilling and compaction are excluded.

- f) Long toilet connection using:

- i) uPVC Solid Wall Class 34Unit: No
- ii) uPVC Structured Wall Class 34.....Unit: No
- iii) Ultra pipe 400 heavy duty with flexible

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ROADWORKS

couplingsUnit: No

The rate includes supply, lay, joint and bed of a 1,9 m long 110 ϕ pipe complete with Y-junction on erf sewer collector as per drawing. Excavation, backfilling and compaction are excluded.

ROADWORKS

PSLD 8.2.11 Connection to Existing Sewer

ADD THE FOLLOWING:

- a) Connecting to Existing Manhole.....Unit: No

The tendered sum shall include full compensation for excavation, making an opening in the existing manhole, installing new pipes in the new opening, for breaking out and modifying the channelisation inside the manhole to suit the new pipe layout, ensuring the watertightness of the new connection, supplying all the necessary materials, removing surplus material and debris, all labour and equipment required to make the connection, and liaison with the local authorities. It shall also include plugging any other connections and dealing with existing sewage flow.

- b) Connecting to Existing Main Sewer with a Saddle.....Unit: No

State size and type of sewer

The tendered sum shall include full compensation for excavation, backfilling and compaction, liaison with the local authorities and all work as indicated on the drawing.

- c) Connecting to Existing Main Sewer.....Unit: No

State size and type of sewer

The tendered sum shall include the cutting and disposal of existing sewer pipes for the construction of new manholes full compensation for excavation, backfilling and compaction, liaison with the local authorities and all work as indicated on the drawing.

ADD THE FOLLOWING NEW CLAUSES

“PSLD 8.2.13 Cleaning of existing sewage network..... Unit: m

The tendered rate shall include all labour, materials, equipment and incidentals necessary to perform the cleaning of sewer lines and manholes. The intent of the cleaning is to remove all sludge, dirt, sand, rocks, grease and other solids or semi-solids.

Precautions must be taken to protect the sewer lines and manholes from damage that might be inflicted by improper use of cleaning equipment, and all such damages shall be rectified by the contractor at his own cost.

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Precautions must be undertaken by the contractor to ensure that the water pressure created during testing does not cause any damage to public or private property.

Water for sewer cleaning must be sourced and paid for by the contractor from the local authority.

The retrieval of cleaning equipment lodged in pipes shall be the responsibility of the contractor.

All sludge, dirt, sand, rocks, grease and other solids or semi-solids resulting from the cleaning operation shall be removed at the downstream manhole and disposed of. The cost of disposal shall form part of the contractor's rates. The Contractor must follow all applicable rules and laws regarding the appropriate disposal of waste materials. Under no circumstances shall sewage or solids removed in the cleaning process be dumped into streets, ditches, storm drains, sewer manholes or dumps. No storage of debris on site shall be allowed beyond the end of the day it was extracted by cleaning, except in totally enclosed containers as approved by the engineer."

PSLD 8.2.14 Camera Inspection..... Unit: m

Sewers shall be inspected by means of a Closed Circuit Television (CCTV) Camera on completion of the backfill and manhole construction.

The inspection shall be conducted by inspecting the pipe with a CCTV Camera equipped with inclinometers so that a pipeline profile can be produced.

The Contractor shall provide the Engineer with a written report, a pipeline profile as well as an electronic report of the pipeline.

Any sewer pipeline not meeting the tolerances specified in the specification shall be made good by the Contractor, at his own expense, with methods approved by the Engineer.

The tendered rate shall include the provision of all labour and equipment required to undertake the testing and the required outputs. The electrical supply for the equipment shall be the responsibility of the contractor.

SANS 1200 LE STORMWATER DRAINAGE

PSLE1 MATERIALS (clause 3)

PSLE1.1 Pipes (sub-clause 3.1)

Reinforced concrete pipes shall be pipes with interlocking joints.

PSLE1.2 Skewed ends (clause 3.1)

The cutting on site of pipes to form skewed ends or reduce their length shall be allowed providing that the pipe shall first be cast into the accommodating structure and such a structure is left to attain its full strength. The pipe shall then be hand chopped with hammer and chisel to the required shape and the exposed end shall be made good with a 1:2 cement/sand mortar to provide a smooth finish, all to the satisfaction of the Engineer.

PSLE1.3 Covers and Frames (clause 3.4.3)

Covers and frames of manholes and catchpits shall be precast concrete as per Cementile types MS 1201, 1206OR 1202 or similar approved.

PSLE2 CONSTRUCTION (clause 5)

PSLE2.1 Bedding and Laying (sub-clause 5.2)

PSLE2.1.1 Pipe culverts (sub-clause 5.2.2)

Bedding shall be in accordance with the drawings and schedules.

PSLE2.1.2 Joint Wrapping (sub-clause 5.2.2)

Pipe joints are to be wrapped with geofrabric material for a half circumference lap on the bottom the joint.

PSLE3 MEASUREMENT AND PAYMENT (clause 8)

PSLE3.1 General (sub-clause 8.1)

DEPARTMENT OF EDUCATION EASTERN CAPE

CONTRACT NO: SCMU-6-15/16-0083

MAJOR REPAIRS AND RENOVATIONS THUBALETHU HIGH SCHOOL IN FORT BEAUFORT

ROADWORKS

Payment for pipe laying shall include for the supply, delivery, laying and jointing of pipes together with the trimming or cutting of pipes at stormwater structures and for all plant, equipment and labour necessary for these operations.

PSLE3.2 Depth of Manholes and Catchpits

The depths of manholes and catchpits shall be measured as the difference between the invert level and the level of the top of the cover.

PSLE3.3 Length of Catchpit

The length of the stormwater catchpit shall be defined as the sum of the lengths of the cover slabs.

SANS 1200 M ROADS (GENERAL)

PSM1 MATERIALS (clause 3)

PSM1.1 Responsibility for Location (sub-clause 3.2)

The Contractor shall make his own arrangements for sources of material. The Contractor shall supply the location and adequate soil test results of such sources to the Engineer for approval.

The Engineer reserves the right to control the selection of material.

PSM2 TESTING (clause 7)

PSM2.1 Routine inspection and testing (sub-clause 7.3)

The cost of the Engineer's check testing will be borne by the Employer where the Contractor's work is found to comply with the specification. Where check tests reveal that the materials used on the construction or tolerance standard achieved does not comply with the applicable requirements of the specification, the cost of these check tests shall be to the Contractor's account.

SANS 1200 ME SUB-BASE

PSME1 INTERPRETATION (Clause 2)

PSME1.1 Explanation of terms (sub-clause 2.4)

DEPARTMENT OF EDUCATION EASTERN CAPE

CONTRACT NO: SCMU-6-15/16-0083

MAJOR REPAIRS AND RENOVATIONS THUBALETHU HIGH SCHOOL IN FORT BEAUFORT

ROADWORKS

Wherever the work "cement" is used in this specification, it shall mean Ordinary Portland Cement.

PSME2 MATERIALS (clause 3)

PSME2.1 Physical properties (sub-clause 3.2.1d)

The regional factor applicable to this project is 0.75

PSME2.2 Stabilising Agent (clause 3.3)

The Tender allows for the importation of materials for the sub-base. The Engineer will consider a stabilised material if the necessary tests have been submitted timeously. The stabilising agent shall be either cement, lime or slagment as determined by laboratory tests. The laboratory tests should provide the Engineer with the soil properties including the Plasticity Index and proposed percentage of stabilising agent.

PSME3 CONSTRUCTION (clause 5)

PSME3.1 Placing (sub-clause 5.4.1)

The width and compacted thickness of the layer shall be as shown on the drawings.

PSME3.2 Stabilisation (Clause 5.5)

PSME3.2.1 Rate of application (sub-clause 5.5.1)

The rate of application for the stabilising agent shall be a minimum of 3% by mass.

PSME3.3 Transport (clause 5.7)

PSME3.3.1 Freehaul / overhaul (sub-clause 5.7.1/2)

No freehaul or overhaul shall be applicable

PSME4 TESTING (clause 7)

PSME4.1 Frequency of density testing

DEPARTMENT OF EDUCATION EASTERN CAPE

CONTRACT NO: SCMU-6-15/16-0083

MAJOR REPAIRS AND RENOVATIONS THUBALETHU HIGH SCHOOL IN FORT BEAUFORT

ROADWORKS

Unless otherwise instructed by the Engineer, the Contractor shall take tests as follows:

4 No for each 450m³ (or less)

Costs for testing shall be included in the rates for compaction.

SANS 1200 MF BASE

PSMF1 MATERIALS (clause 3)

PSMF1.1 Type of Base (sub-clause 3.2)

Base material shall be a graded crushed stone from commercial sources, of G2 or G3 quality as shown on the drawings.

PSMF2 CONSTRUCTION (clause 5)

PSMF2.1 Placing (sub-clause 5.4.1)

The width and compacted thickness of the layer shall be as shown on the drawings.

PSMF3 TESTING (clause 7)

PSMF3.1 Frequency of density testing

Unless otherwise instructed by the Engineer, the Contractor shall take tests as follows :

Crusher run - 1 No for each 200m³ (or less)

Costs for testing shall be included in the rates for compaction.

SANS 1200 MM ANCILLARY ROADWORKS

PSMM1 ROAD SIGNS (clause 3)

PSMM1.1 General (sub-clause 3.2.1)

DEPARTMENT OF EDUCATION EASTERN CAPE

CONTRACT NO: SCMU-6-15/16-0083

MAJOR REPAIRS AND RENOVATIONS THUBALETHU HIGH SCHOOL IN FORT BEAUFORT

ROADWORKS

Road signs shall not be supplied with breakaway devices.

PSMM1.2 Steel Plate (sub-clause 3.2.4)

Steel plate for Road Signs shall be chromadek plate as supplied by ISCOR.

Part 6: Site Information

C4 Site Information

C4: SITE INFORMATION - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

| | |
|-----------------------|--|
| Project title: | Appointment of a contractor for the completion of Thubalethu High School |
| BID No: | SCMU6-23/24-0005 |

C4 Site Information – Existing operational education facilities

GPS Co-ORDINATES

| GIS_Longitude | GIS_Latitude |
|----------------------|---------------------|
| 26.66026000 | -32.76088400 |

1. GROUND CONDITIONS

Geotech information not available. This is an existing site.

2. UNDERGROUND SERVICES

There are unidentifiable underground services traversing the area of works, care would need to be taken during excavations.

3. ADJACENT BUILDINGS

No adjacent buildings could be affected by the construction. No particular precautions have been identified by the Engineer for the protection of this structure.

4. ENVIRONMENTAL ISSUES

None

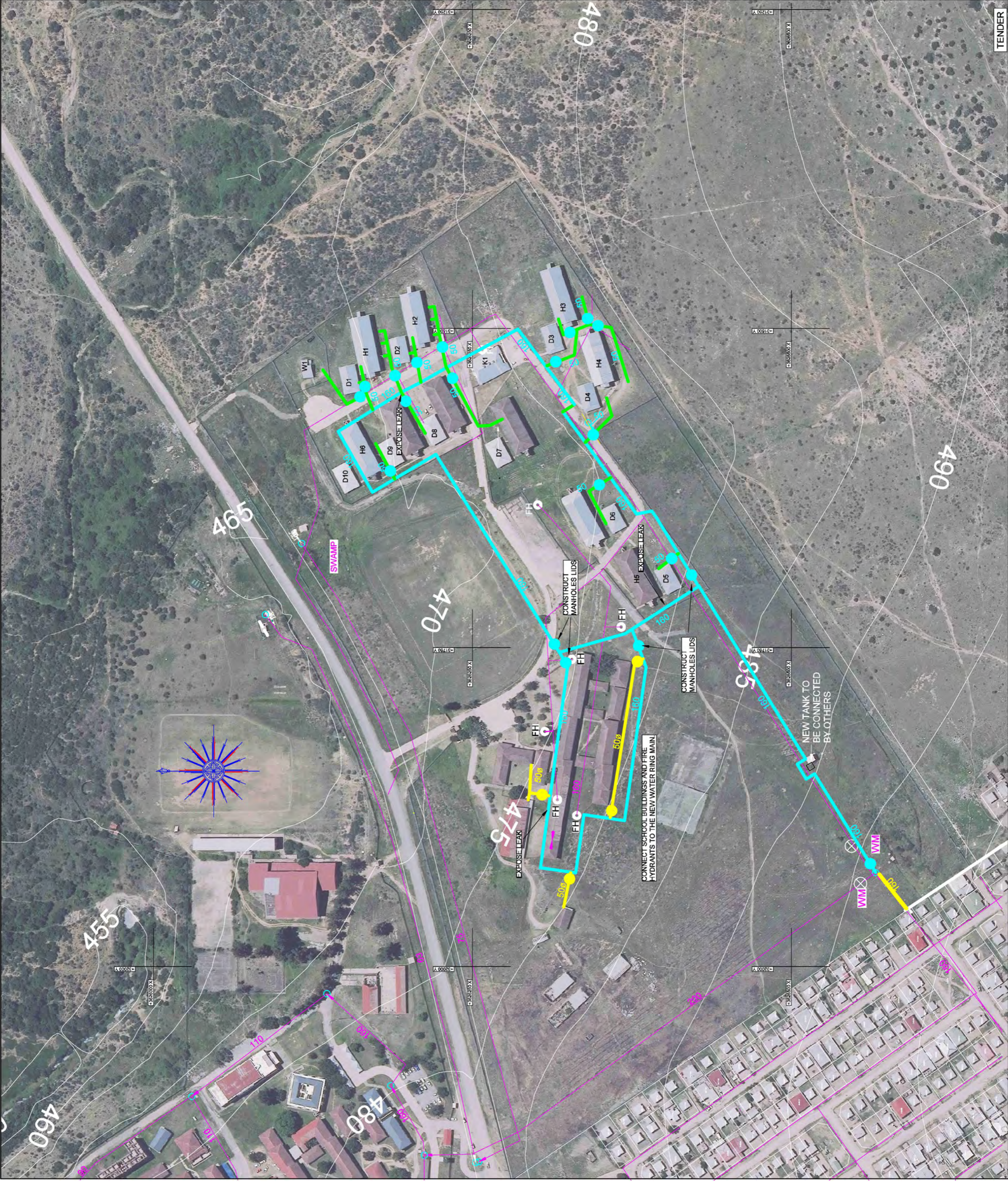
C5

Drawings

C5.1: DRAWINGS

| | |
|-----------------------|---|
| Project title: | Appointment of a contractor for the completion of Thubalethu High School |
| BID No: | SCMU6-23/24-0005 |

| Drawing tile | Drawing number | Print date | Rev No. |
|-----------------------------------|-----------------------|-------------------|----------------|
| Drawing Index and Locality | 25849LW | Sept 23 | |
| Road Layout | 25849LW | Sept 23 | |
| Road details | 25849LW | Sept 23 | |
| Stormwater details | 25849LW | Sept 23 | |
| Water Layout on Aerial photograph | 25849LW | Sept 23 | |
| Water General Details | 25849LW | Sept 23 | |
| Sewer Layout on Aerial photograph | 25849LW | Sept 23 | |
| Sewer General Details | 25849LW | Sept 23 | |
| Air Valve Chamber Details | 25849LW | Sept 23 | |
| Trust Block Details | 25849LW | Sept 23 | |
| | | | |



NOTES:

LEGEND

| | |
|--|-----------------------------|
| | ABANDONED WATER MAIN |
| | FH |
| | WM |
| | EXISTING FIRE HYDRANTS |
| | EXISTING WATER METER |
| | ERF BOUNDARIES |
| | NEW 150mm GRAVITY WATER |
| | NEW 50mm GRAVITY WATER |
| | NEW ISOLATING VALVE |
| | PROPOSED ISOLATING VALVE |
| | PROPOSED 50mm GRAVITY WATER |



| No | DATE | ISSUED FOR | REVISIONS | W.S.K | CHKD |
|----|-----------|-------------------|-----------|-------|------|
| 0 | Sept 2023 | Issued for tender | | | |



Client: EASTERN CAPE DEPARTMENT OF EDUCATION

Project Description
THUBALETHU HIGH SCHOOL IN FORT BEAUFORT
COMPLETION OF WORKS

| | | |
|---------------------------|-----------------------------------|--------------------------------|
| Project Number 25848.W | Project Type REPAIRS PROGRAMME | Contract Number |
| Province EASTERN CAPE | District Municipality AMATHOLE | Local Municipality NKONKOBE |
| KEY CODES | | |

Drawing Description
WATER LAYOUT ON AERIAL PHOTOGRAPH BACKGROUND

| | |
|--------------------------|-----------------------|
| Designed J.F.L. | Drawn D.D. |
| Design checked W.S.K. | Dwg checked W.S.K. |
| Scale: As Shown (AO) | Sheet: 1 of 1 |

for: Mariswe (Pty) Ltd

Date

PO BOX 19276
 Tlokomeng, 5214
 Tlokomeng, 5214
 Tel: +27 18 254 1111
 Email: eastafrican@mariswe.com

MARISWE
 WATER & SANITATION SPECIALISTS

Registration No. 25549LW-003

Drawing No. 25549LW-003

REV No. 0

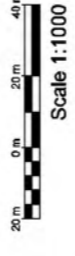
TENDER

NOTES

1. ALL SEWERS TO BE RODDED AND/OR PRESSURE JETTED (1530 m).

LEGEND

- EXISTING SEWER TO BE CLEANED
- - - EXISTING SEWER PUMPING
- ABANDONED SEWER
- ERF BOUNDARIES



| No. | DATE | Issued for Tender | REVISIONS | W.S.K. | CHKD |
|-----|-----------|-------------------|-----------|--------|------|
| 0 | Sept 2023 | | | | |

Client



EASTERN CAPE DEPARTMENT OF EDUCATION

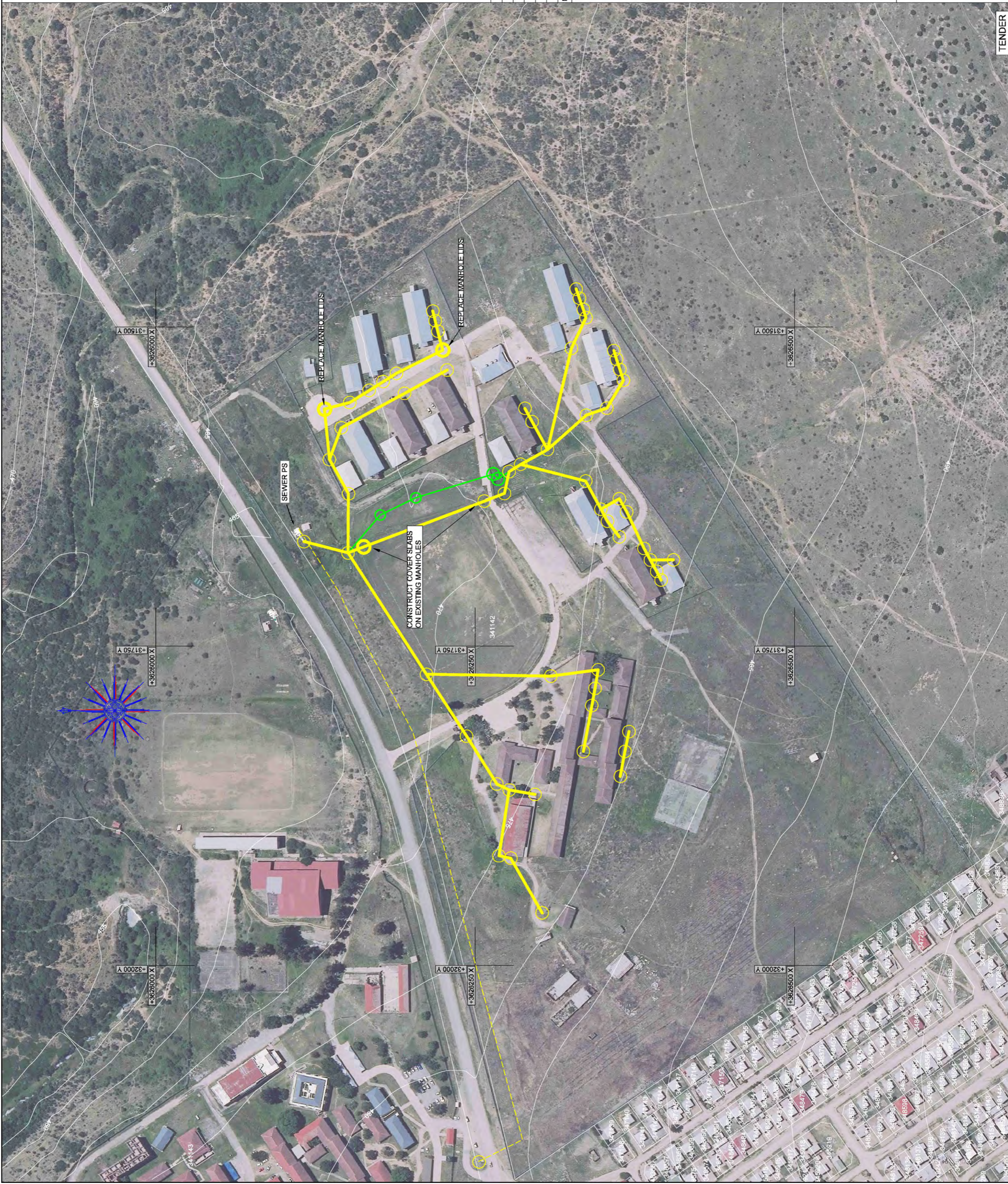
THUBALETHU HIGH SCHOOL IN FORT BEAUFORT
COMPLETION OF WORKS

| | | |
|---------------------------|-----------------------------------|--------------------------------|
| Project Number 25649LW | Project Type REPAIRS PROGRAMME | Contract Number |
| Province EASTERN CAPE | District Municipality AMATHOLE | Local Municipality NKONKOBÉ |
| KEY CODES | | |

Drawing Description
SEWER LAYOUT ON AERIAL PHOTOGRAPH BACKGROUND

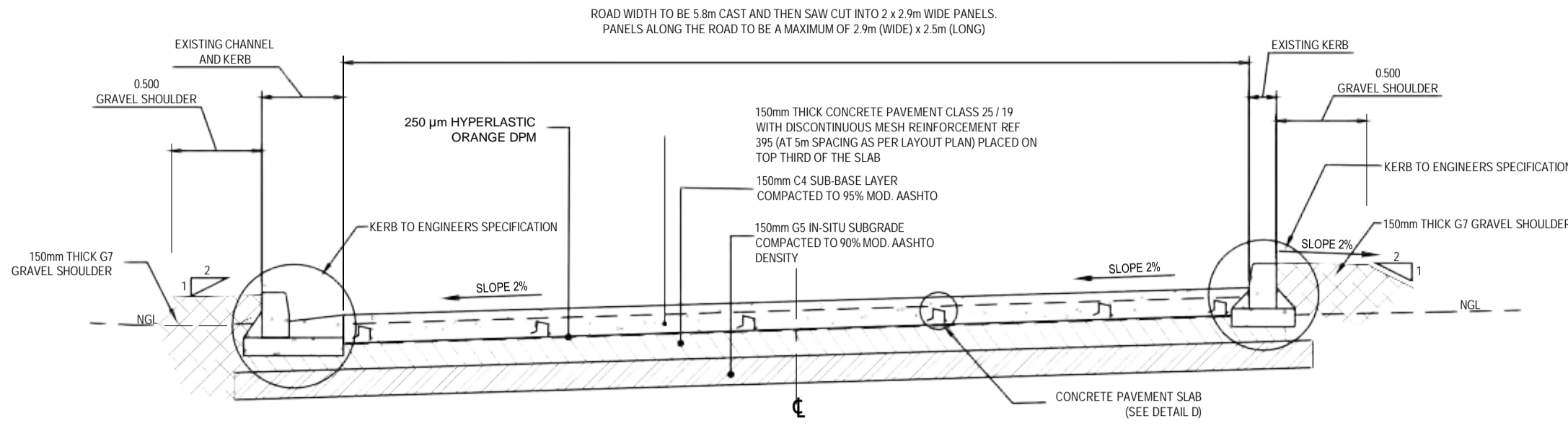
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|--------------------------|-------------------------|
| Designed J.F.L. | Drawn D.D. |
| Design checked W.S.K. | Drawn checked W.S.K. |
| Scale: A3 Shown (A3) | Sheet 1 of 1 |

For: Mariswre (Pty) Ltd
 Date _____
 Registration No. 25649LW-004
 Drawing No. 25649LW-004
 REV No. 1
 PO BOX 19276
 Tecombe, 5214
 Tel : 043 721 0186 Fax : 043 721 0288
 Email : eastiondon@mariswre.com

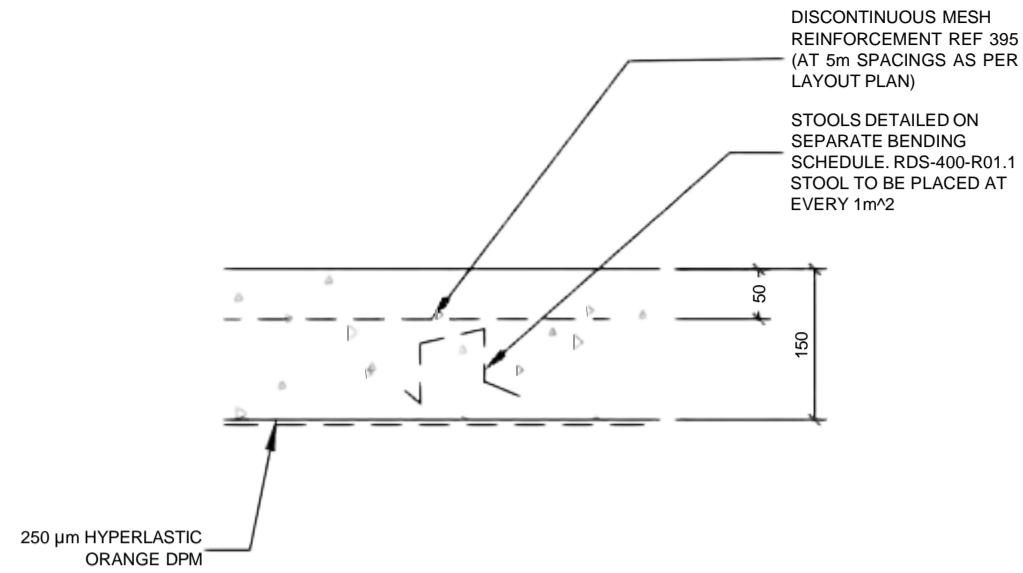


TENDER

MAR SWR 25649 THUBALETHU HIGH SCHOOL



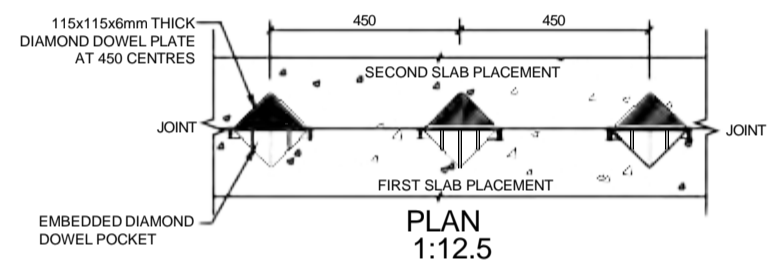
TYPICAL CROSS-SECTION A - A
SCALE 1:20



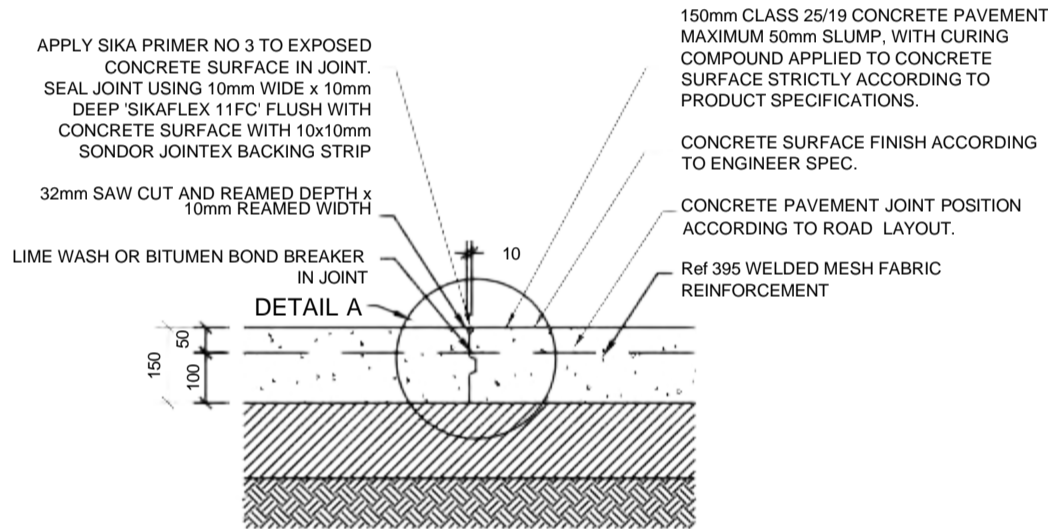
DETAIL D
CONCRETE PAVEMENT SLAB
SCALE 1:5

NOTES:

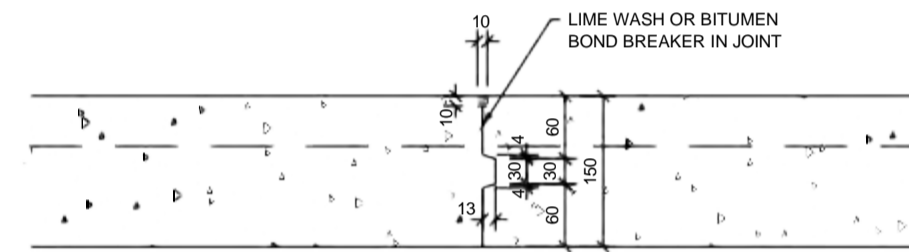
- INITIAL JOINT TO BE SAW CUT SUCH THAT NO REVELING OF THE CONCRETE TAKES PLACE, BUT PRIOR TO CONTROLLED CRACKING OF THE CONCRETE. THIS COULD TYPICALLY OCCUR BETWEEN 4 AND 48 HOURS AFTER CASTING, HOWEVER IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE THE IDEAL TIMING FOR THE CUT.
- SAW CUT JOINTS 3mm WIDE
- CURE ALL CONCRETE PANELS FOR 14 DAYS BY MEANS OF WATERED SAND AND COVERED WITH DPM.
- MESH REINFORCEMENT TO BE LAID 6m WIDTH AND 2.4m LENGTH.
- ALL CONCRETE TO BE 25MPa
- THE SURFACE FINISH SHALL BE ACHIEVED BY APPLYING A STIFF BRISTLE BRUSH TRANSVERSE TO THE DIRECTION OF TRAVEL. THE TARGET TEXTURE DEPTH IS 1.5mm.
- OPENING TO TRAFFIC SHALL ONLY BE PERMITTED BY THE ENGINEER.
- SAW CUT JOINT TO BE CUT IN THE CENTER OF THE ROAD WIDTH.
- CONSTRUCTION JOINT TO BE DONE AT 5m INTERVALS/PANELS
- SAW CUT JOINTS TO BE CUT AT 2.5m EACH PANEL IN 9
- STOOLS TO BE PLACED AT EVERY 1m²



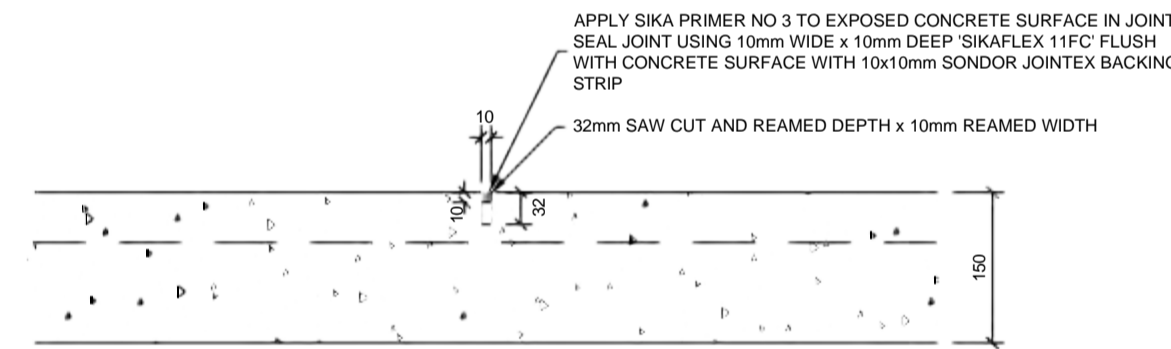
PLAN
1:12.5



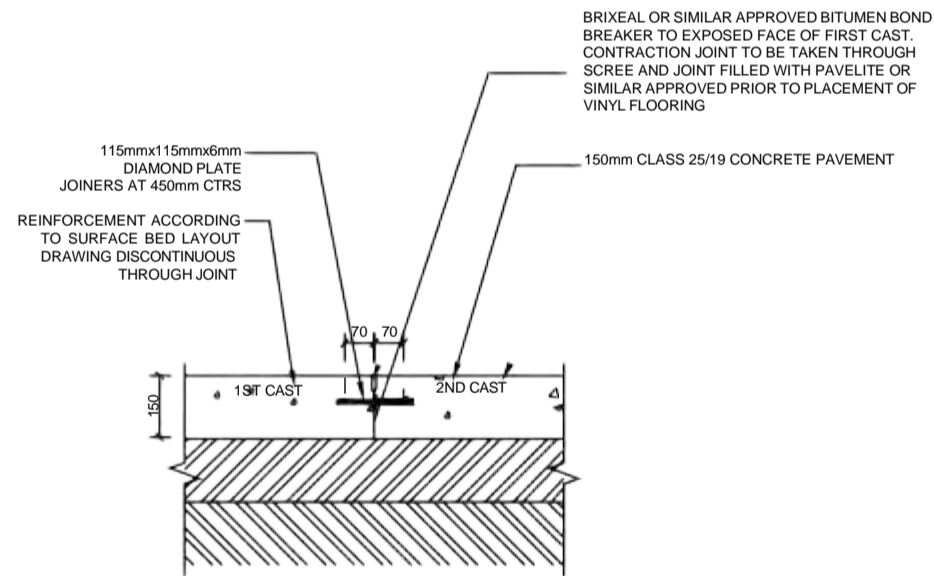
CONSTRUCTION JOINT
TYPICAL SECTION
1:10



DETAIL A
N.T.S.



SAW CUT JOINT (IN THE
CENTRELINE OF THE ROAD WIDTH)
SCALE 1:5



TYPICAL SECTION
CONTRACTION JOINT DETAIL (C.J.)
1:12.5

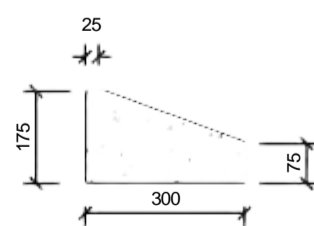
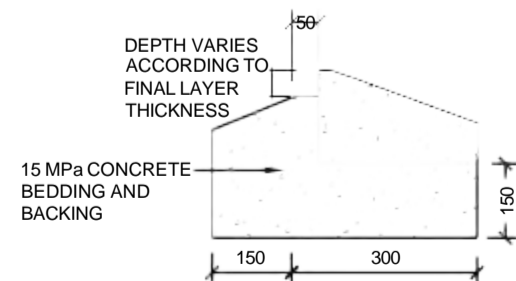


FIG. 8B
SCALE 1:10



MOUNTABLE KERB HAUNCHING DETAIL
SCALE 1:10

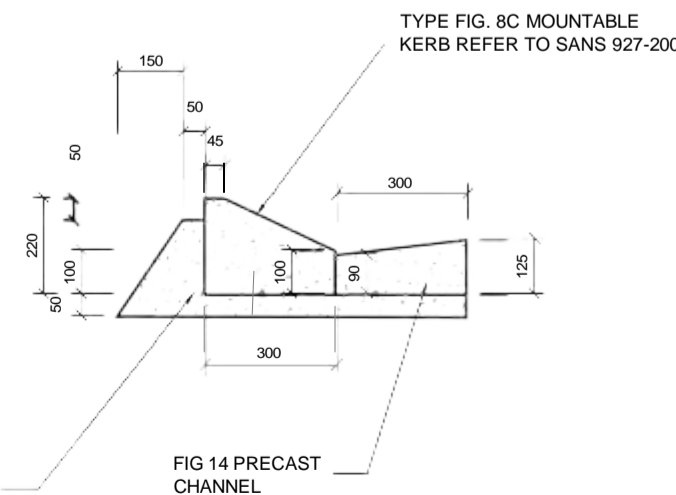


FIG 8C AND FIG 14 PRECAST
SCALE 1:10

| No. | DATE | REVISIONS | CHKD |
|-----|-----------|-------------------|--------|
| 0 | Sept 2023 | Issued for Tender | W.S.K. |

Client



EASTERN CAPE DEPARTMENT OF EDUCATION

Project Description
THUBALETHU HIGH SCHOOL IN FORT BEAUFORT COMPLETION OF WORKS

| | | |
|---------------------------|-----------------------------------|--------------------------------|
| Project Number 25849LW | Project Type REPAIRS PROGRAMME | Contract Number ----- |
| Province EASTERN CAPE | District Municipality AMATHOLE | Local Municipality NKONKOBÉ |

KEY CODES

Drawing Description
ROAD DETAILS

| | |
|--------------------------|-----------------------|
| Designed J.F.L. | Drawn D.D. |
| Design checked W.S.K. | Dwg checked W.S.K. |
| Scale: As Shown (A1) | Sheet 1 of 1 |

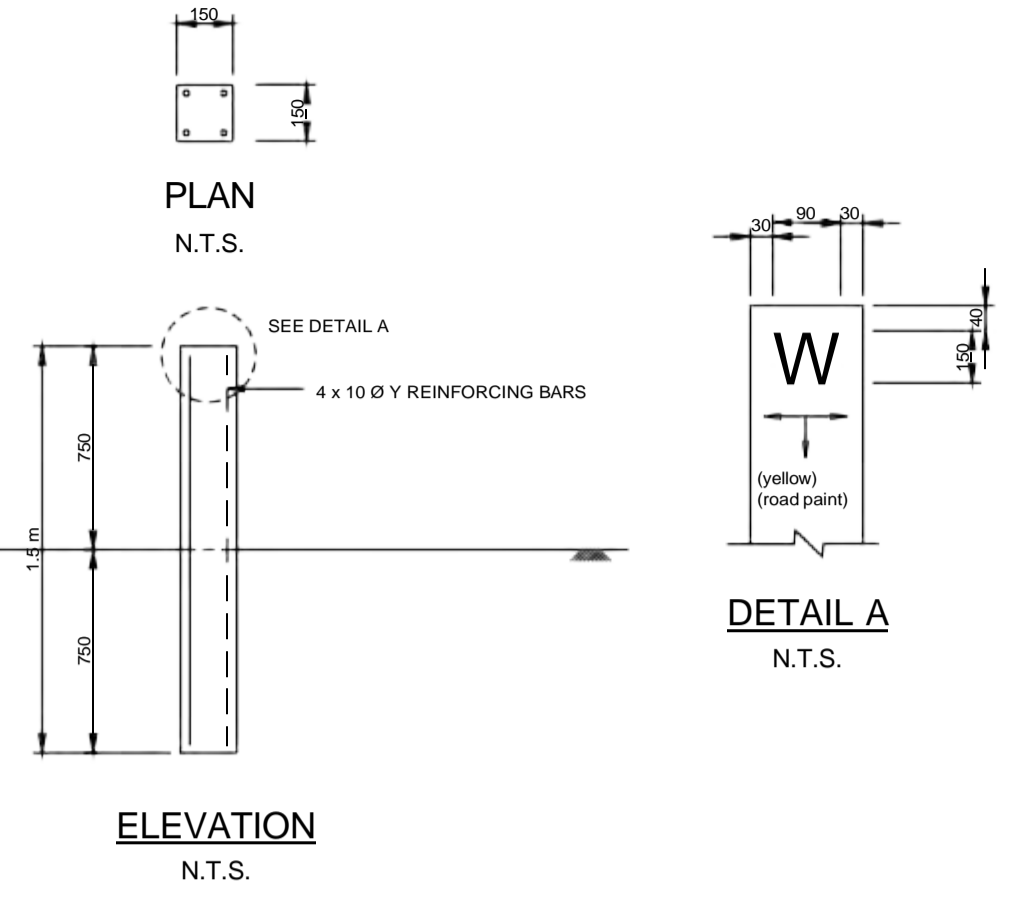
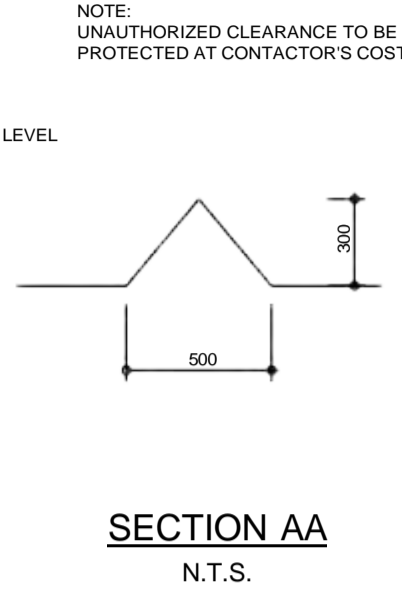
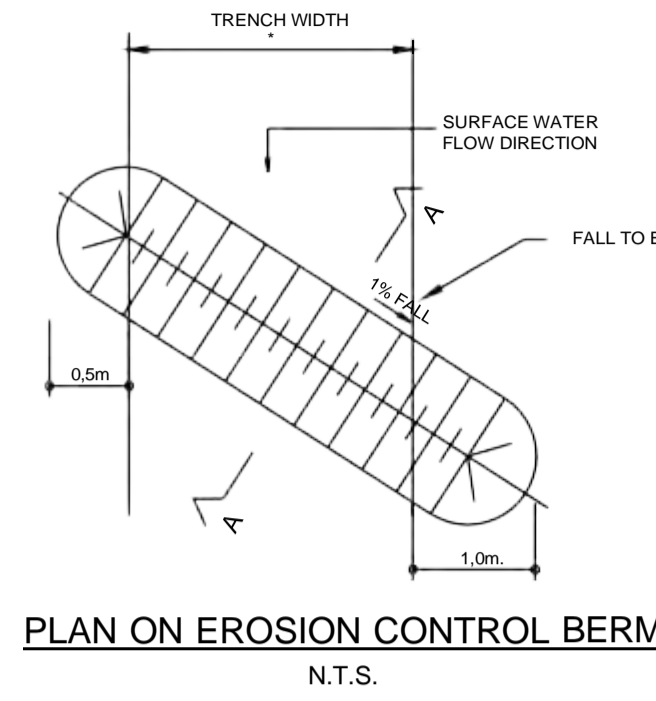
for: Mariswe (Pty) Ltd Date



PO BOX 19276
Tecoma, 5214
Tel : 043 721 0186
Fax : 043 721 0288
Email : eastlondon@mariswe.com

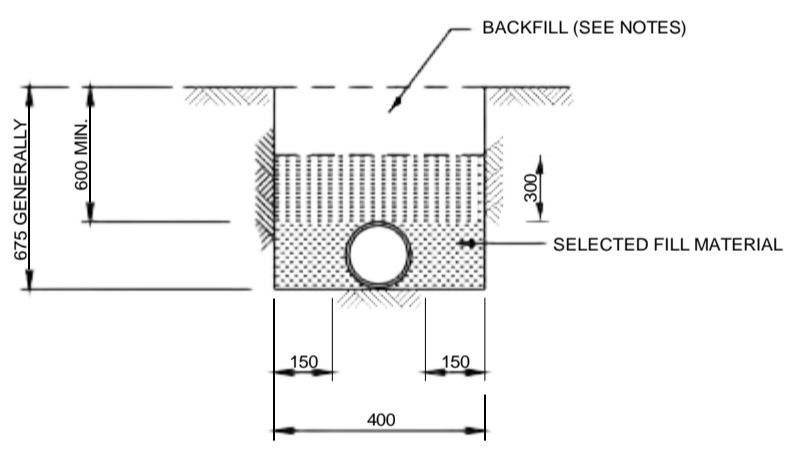
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| Registration No. | Drawing No. 25849LW-101 | REV No. |
|------------------|----------------------------|---------|

TENDER

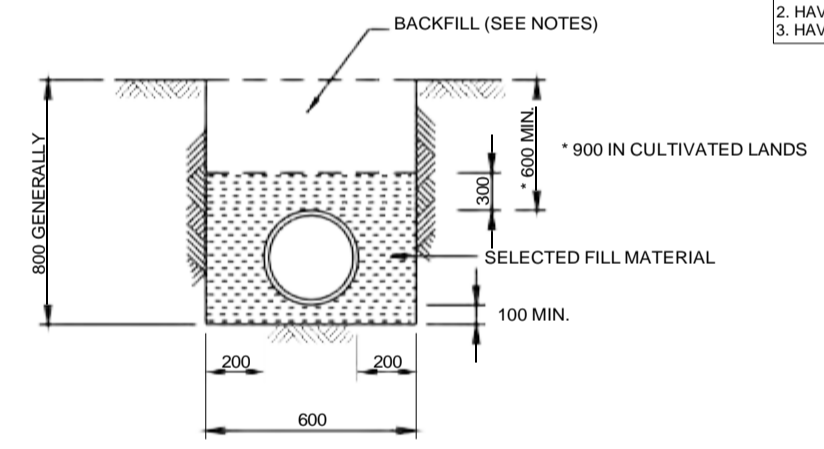


CONCRETE PIPE MARKER DETAILS

- NOTES:**
1. THE MARKER SHALL BE INSTALLED AT A ONE METER OFFSET FROM THE PIPELINE CENTRE, WITH THE MARKER BETWEEN THE PIPE AND ROAD..
 2. THE LABEL ON THE MARKER MUST BE ON THE UPSTREAM SIDE OF THE MARKER AND THE SIDES OF THE MARKER PARALLEL TO THE PIPE CENTRE

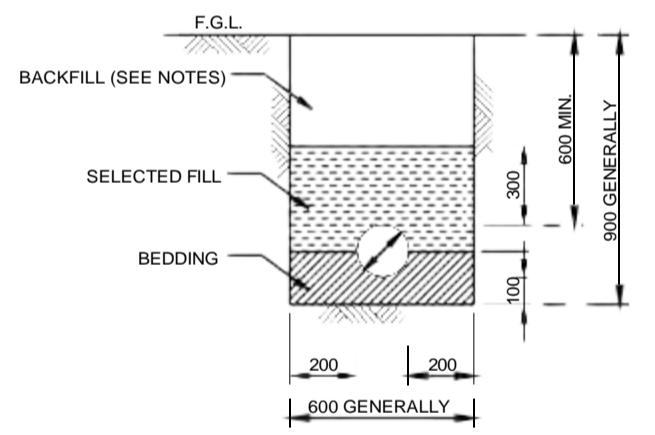


BEDDING DETAILS FOR HDPE PIPES
N.T.S.

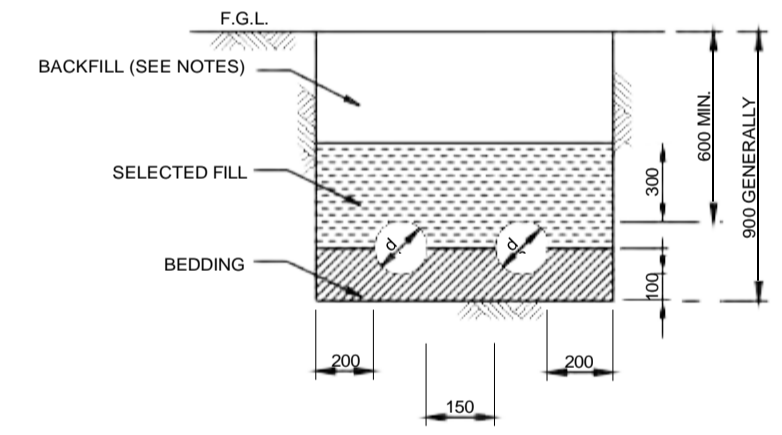


BEDDING DETAILS FOR RETICULATION PVC PIPES
N.T.S.

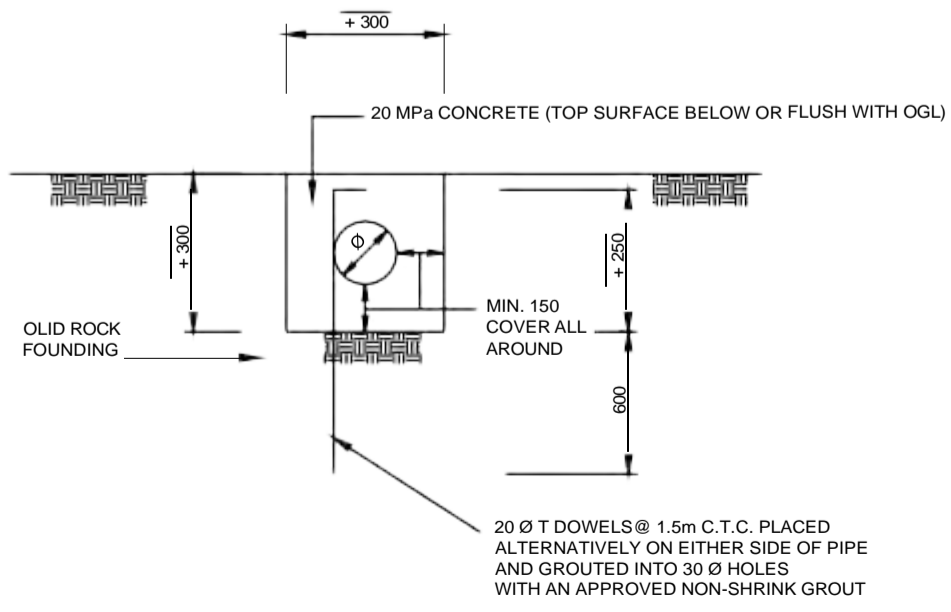
- BEDDING & SELECTED FILL MATERIAL TO:**
1. HAVE A MAXIMUM PARTIAL SIZE OF 19mm.
 2. HAVE A PI NOT EXCEEDING 12.
 3. HAVE LESS THAN 30% MASS PASSING THE 0.075 mm SIEVE



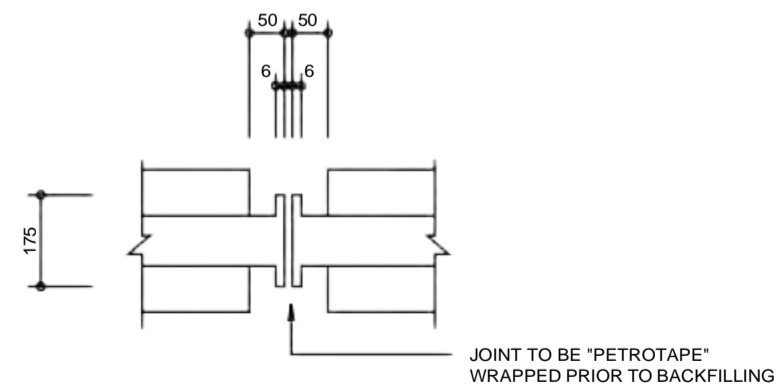
BULK MAINS BEDDING DETAIL (mPVC PIPES)
N.T.S.



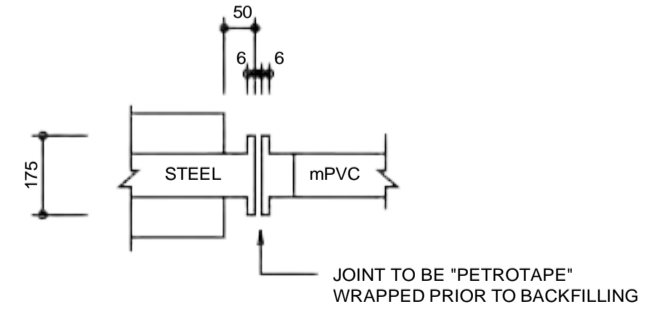
BEDDING DETAILS FOR TWO OR MORE PIPES IN ONE TRENCH
N.T.S.



CROSS SECTION
N.T.S.



TYPICAL CONCRETE ENCASMENT OF GALVANISED PIPES FOR RIVER CROSSINGS



LONGITUDINAL SECTION
N.T.S.

NOTES:

| 0 | Sept 2023 | Issued for Tender | W.S.K. |
|-----|-----------|-------------------|--------|
| No. | DATE | REVISIONS | CHKD |

Client

EASTERN CAPE DEPARTMENT OF EDUCATION

Project Description

THUBALETHU HIGH SCHOOL IN FORT BEAUFORT COMPLETION OF WORKS

| | | |
|---------------------------|-----------------------------------|--------------------------------|
| Project Number 25849LW | Project Type REPAIRS PROGRAMME | Contract Number ----- |
| Province EASTERN CAPE | District Municipality AMATHOLE | Local Municipality NKKONKOB |

KEY CODES

Drawing Description

WATER GENERAL DETAILS

| | |
|--------------------------|-----------------------|
| Designed J.F.L. | Drawn D.D. |
| Design checked W.S.K. | Dwg checked W.S.K. |
| Scale: As Shown (A1) | Sheet 1 of 1 |

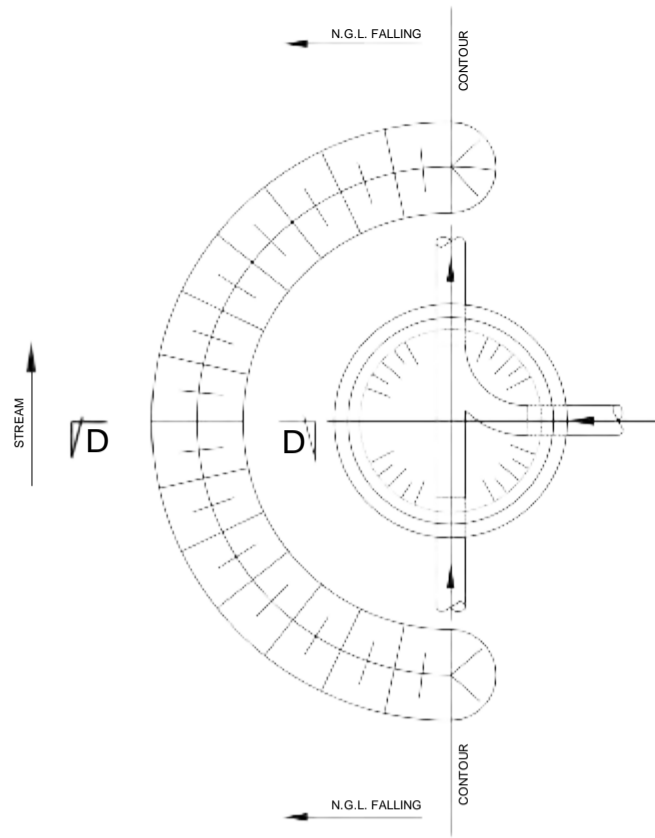
for: Mariswe (Pty) Ltd Date

PO BOX 19276
Tecoma, 5214
Tel : 043 721 0186
Fax : 043 721 0288
Email : eastondon@mariswe.com

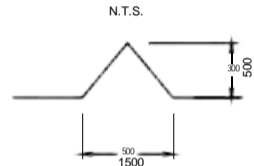
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|------------------|----------------------------|---------|
| Registration No. | Drawing No. 25849LW-103 | REV No. |
|------------------|----------------------------|---------|

TENDER

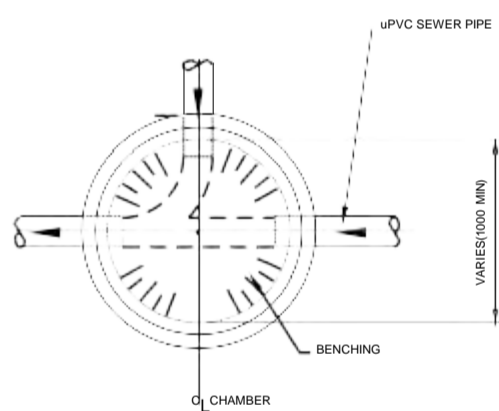
MARISWE SA PROJECTS/25849 - Thubalethu High School/03_Drawing/Drawings Issued for Tender/Rev:02/2023/018 - Completion of works



BERM DETAIL
N.T.S.

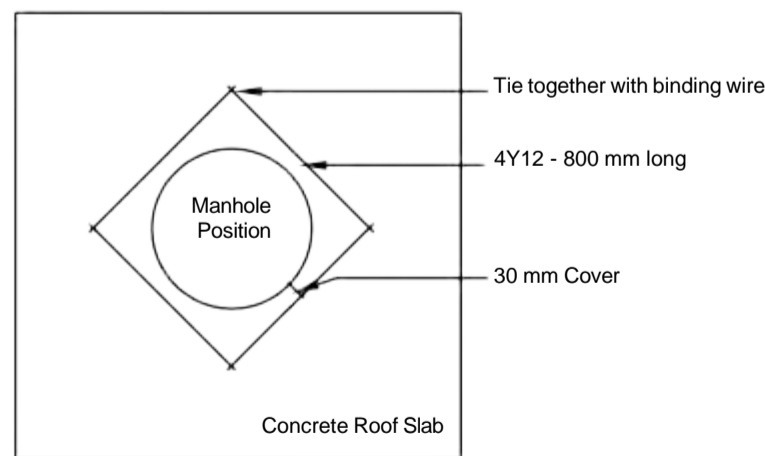


SECTION D-D
N.T.S.

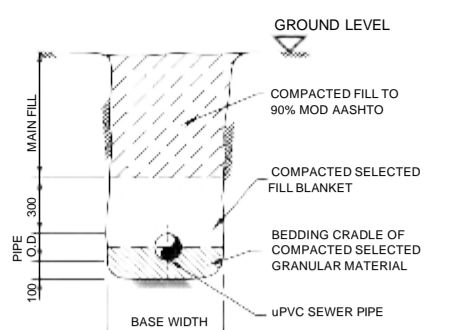
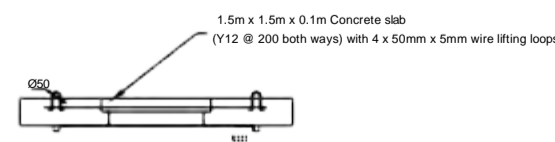


PLAN F-F
SCALE 1:20

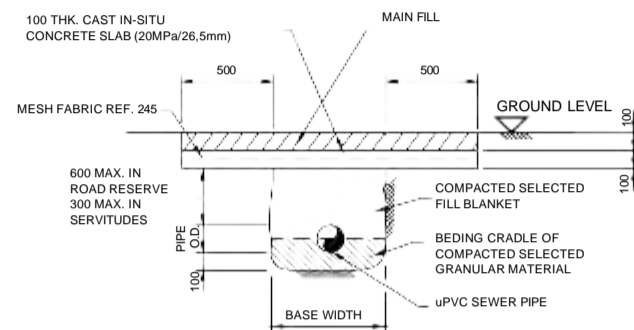
NOTE: ANGLE OF PIPES TO BE AS PER PLAN LAYOUT



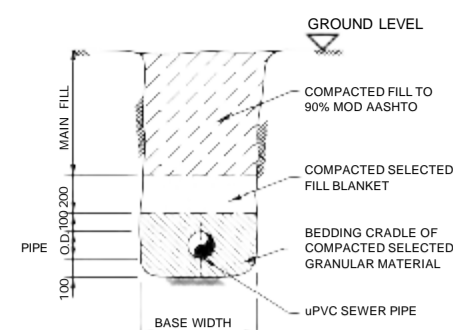
ALTERNATIVE MANHOLE COVER DETAILS
(TO BE APPROVED BY ENGINEER)



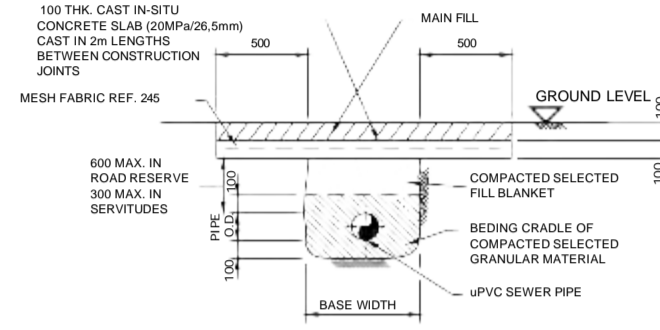
PIPE BEDDING DETAIL
N.T.S.
(BEDDING TYPE C)



PIPE PROTECTION DETAIL
N.T.S.
(ie. WHERE COVER TO PIPE IS LESS THAN 600 IN ROAD RESERVE, OR 300 IN SERVITUDES)

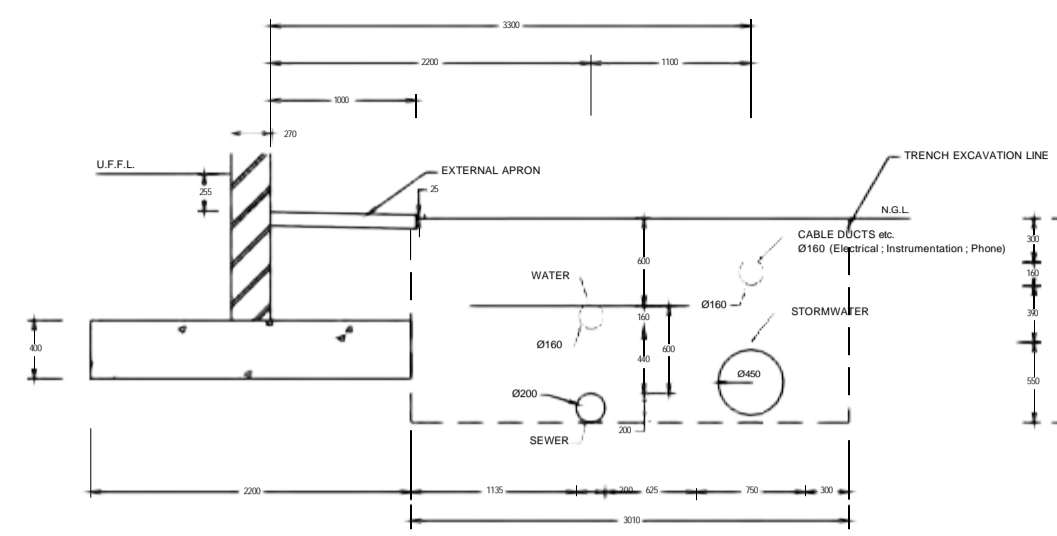


PIPE BEDDING DETAIL
N.T.S.
(FOR FLEXIBLE PIPES)

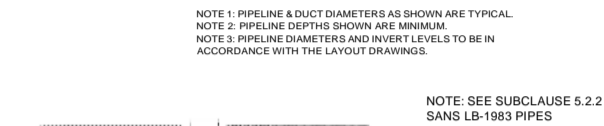


PIPE PROTECTION DETAIL
N.T.S.
(ie. WHERE COVER TO PIPE IS LESS THAN 600 IN ROAD RESERVE, OR 300 IN SERVITUDES)

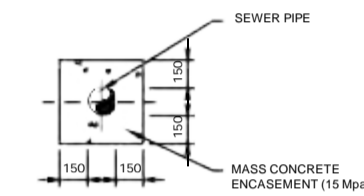
PIPE BEDDING DETAILS



SERVICES PIPELINES & DUCTS
TYPICAL TEMPLATE FOR SERVICES ADJACENT TO BUILDINGS
SCALE: 1:25

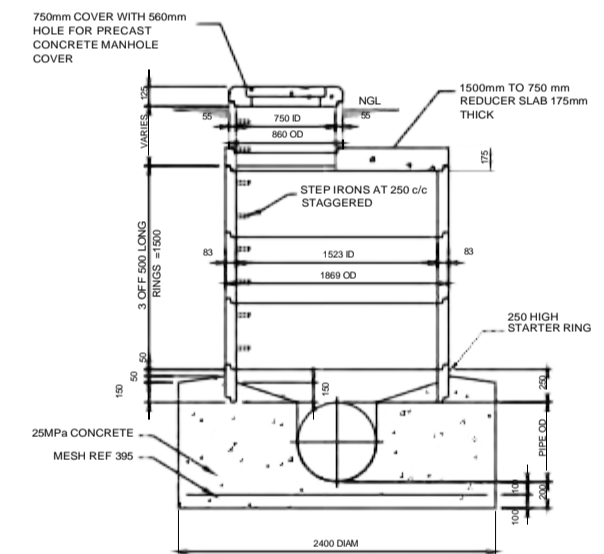


TYPICAL BEDDING JOINT POCKETS
N.T.S.

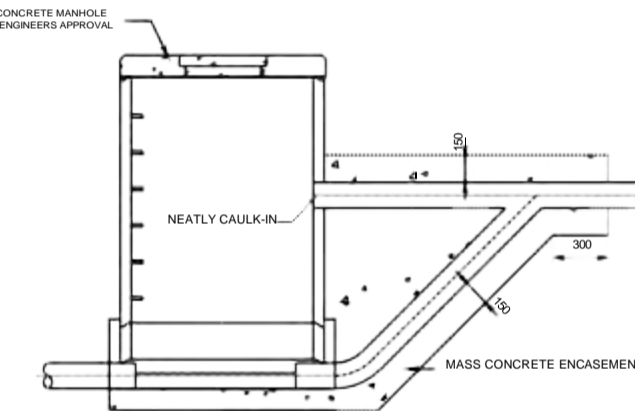


CONCRETE ENCASEMENT DETAIL
N.T.S.

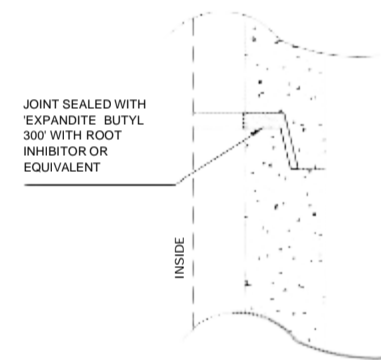
NOTE: PIPELINE & DUCT DIAMETERS AS SHOWN ARE TYPICAL.
NOTE 2: PIPELINE DEPTHS SHOWN ARE MINIMUM.
NOTE 3: PIPELINE DIAMETERS AND INVERT LEVELS TO BE IN ACCORDANCE WITH THE LAYOUT DRAWINGS.



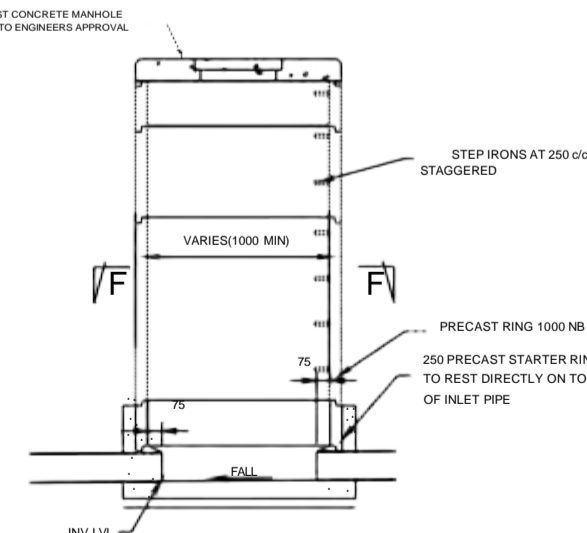
LARGE DIAMETER MANHOLE DETAIL
(MANHOLES DEEPER THAN 2000mm)
N.T.S.



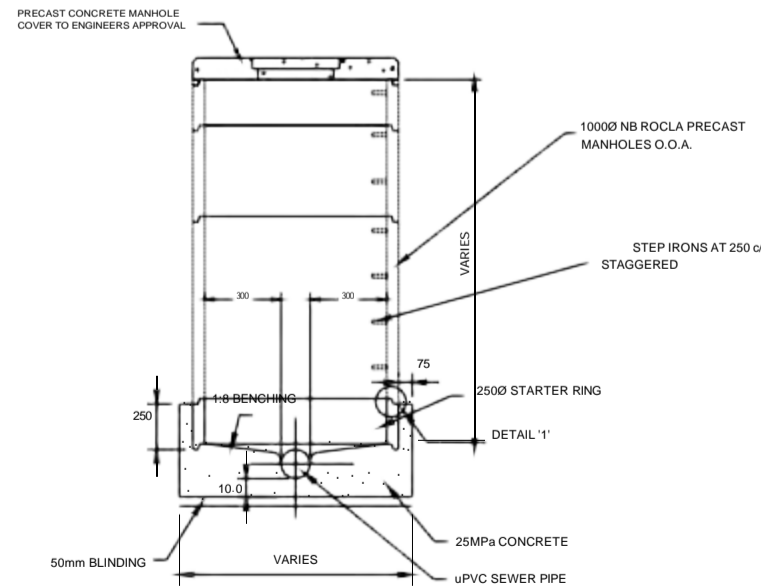
VERTICAL BACKDROP MANHOLE
SCALE 1:20
(FOR MANHOLES LESS THAN 1000 DEEP)



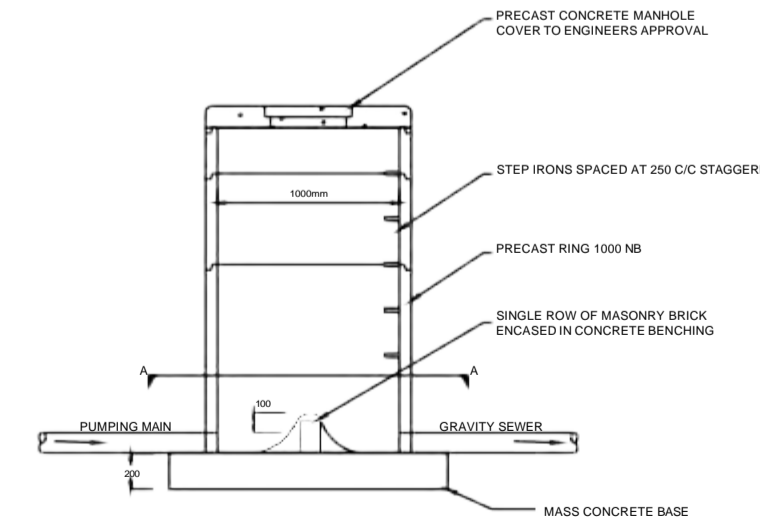
DETAIL '1'
N.T.S.



SECTION E-E
SCALE 1:20



TYPICAL MANHOLE DETAIL
SCALE 1:20



STILLING CHAMBER
SCALE 1:20

NOTES

1. PRECAST CONCRETE MANHOLE COMPONENTS SHALL BE MANUFACTURED TO SANS 1294 AND SHALL BEAR THE STANDARDISATION MARK.
2. LAYING AND JOINTING OF CHANNEL FITTINGS IN MANHOLES TO CLAUSE 5.6.6 OF SANS 1200-LD.
3. BENCHING TO CLAUSE 5.6.2 OF SANS 1200-LD AND THE PROJECT SPECIFICATION. (BENCHING TO BE BROUGHT UP VERTICALLY TO TOP OF MAIN DRAIN PIPE AND THEN SLOPED UPWARDS AT 1:8 TOWARDS CHAMBER WALLS.)
4. MANHOLES TO BE SEALED WATERTIGHT. SEE DETAIL.
5. HOUSE CONNECTIONS TO TERMINATE AT FIRST PIPE JOINT WITHIN STAND BOUNDARY.
6. SEWER PIPES 400kPa HEAVY DUTY STRUCTURAL WALL PIPES TO SANS 1601:1994
7. MINIMUM COVER TO SEWER PIPE 600mm
8. MINIMUM COVER BELOW ROAD 1200mm

| No. | DATE | REVISIONS | CHK'D |
|-----|-----------|-------------------|--------|
| 0 | Sept 2023 | Issued for Tender | W.S.K. |

Client

EASTERN CAPE DEPARTMENT OF EDUCATION

Project Description

THUBALETHU HIGH SCHOOL IN FORT BEAUFORT COMPLETION OF WORKS

| | | |
|---------------------------|-----------------------------------|--------------------------------|
| Project Number 25849LW | Project Type REPAIRS PROGRAMME | Contract Number |
| Province EASTERN CAPE | District Municipality AMATHOLE | Local Municipality NKONKOBE |

KEY CODES

| | | |
|------------------------------|--|--|
| Drawing Description | | |
| SEWER GENERAL DETAILS | | |

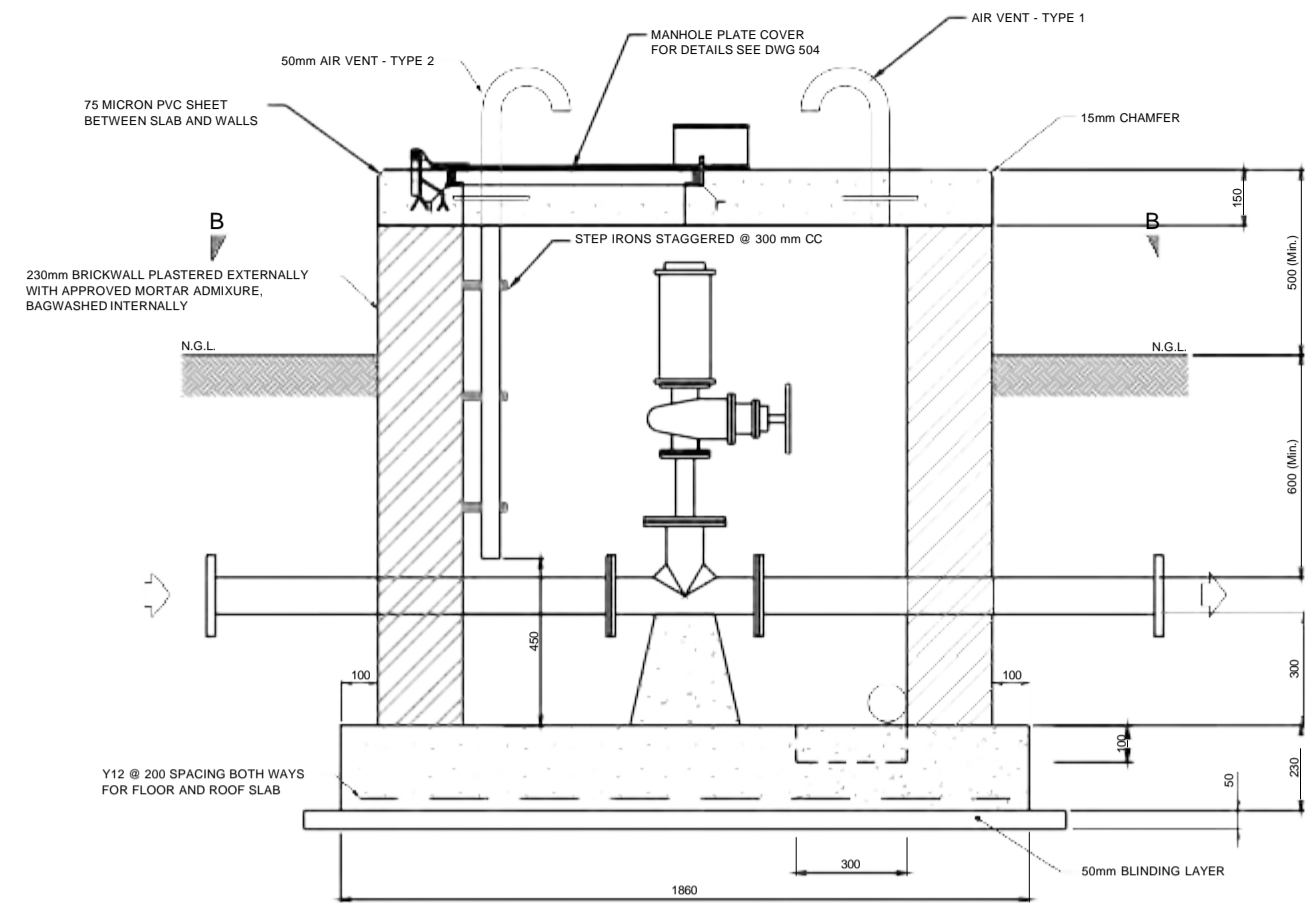
| | | |
|--|-----------------|-----------------------------|
| Designed J.F.L. | Drawn W.S.K. | D.D. W.S.K. |
| Design checked Scale: As Shown (A0) | | Dwg checked Sheet 1 of 1 |

for: Mariswe (Pty) Ltd

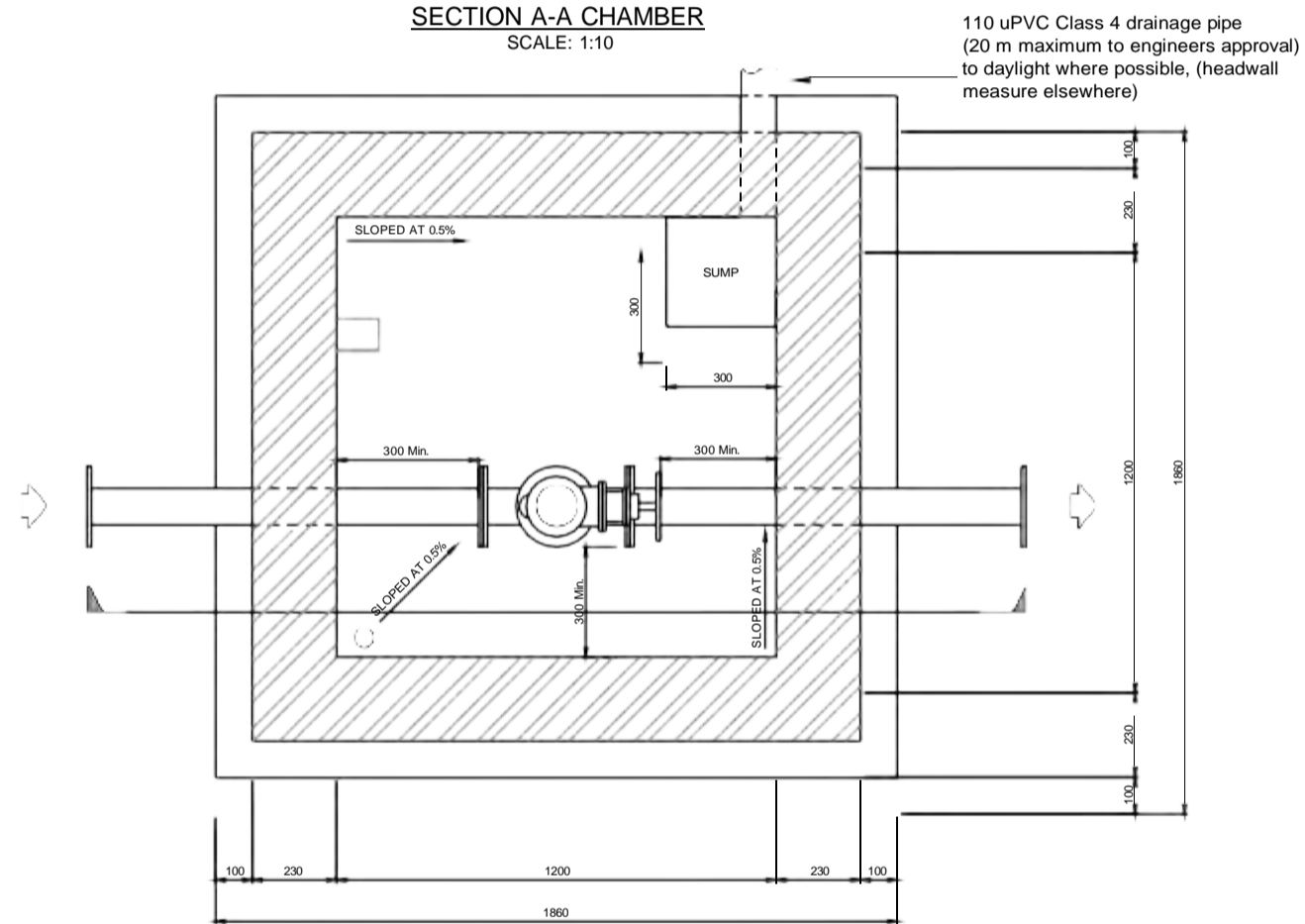
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| | | |
|------------------|----------------------------|---------|
| Registration No. | Drawing No. 25849LW-104 | REV No. |
|------------------|----------------------------|---------|

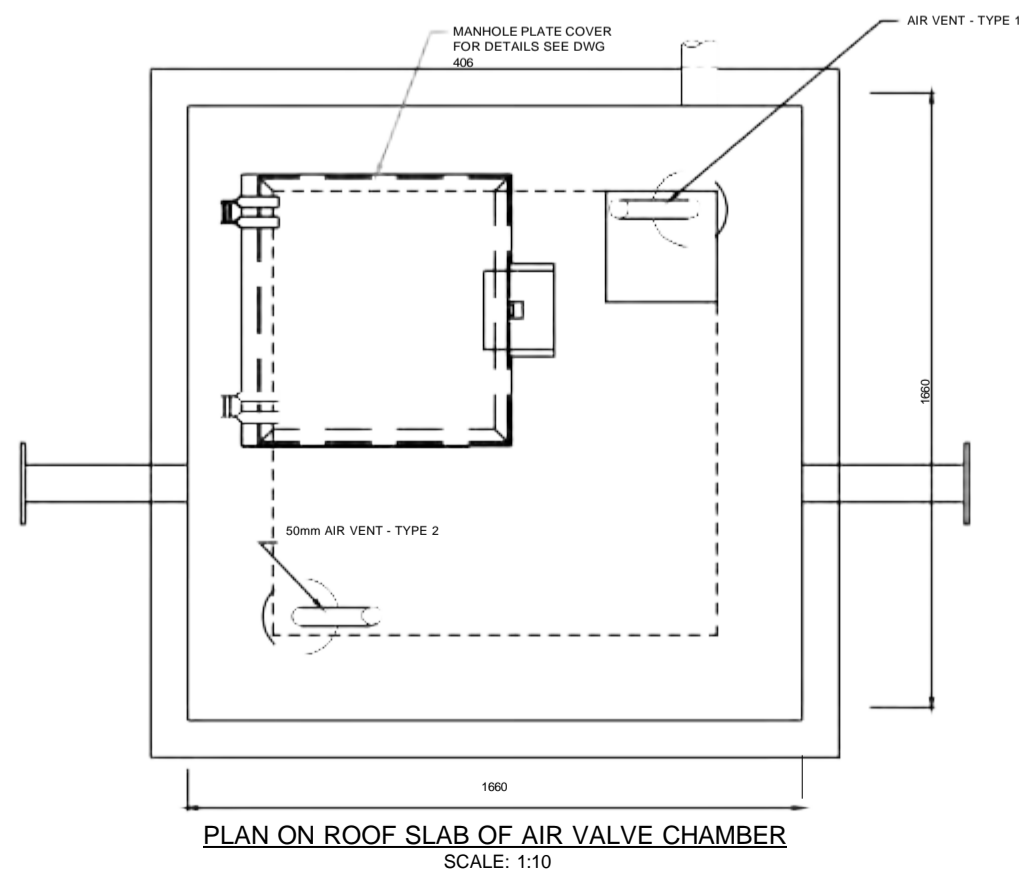
TENDER



SECTION A-A CHAMBER
SCALE: 1:10

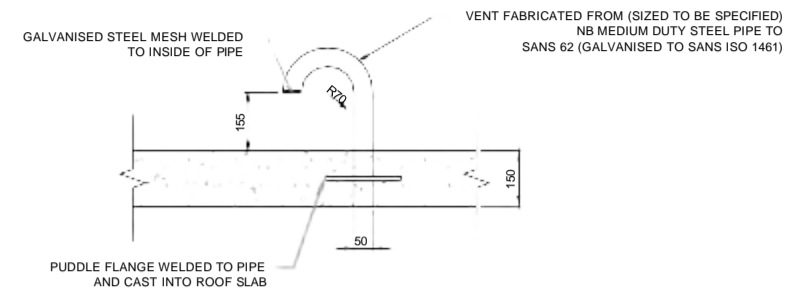


SECTION B-B
SCALE: 1:10

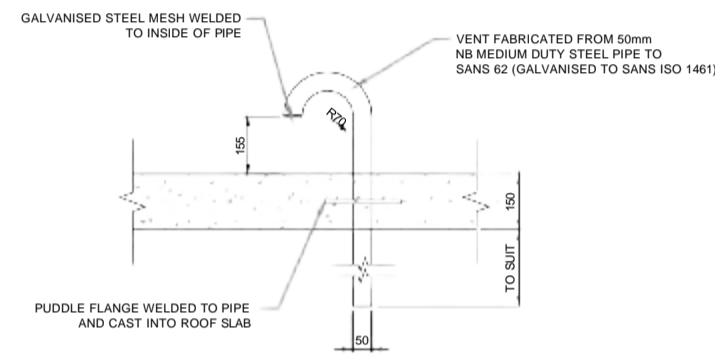


PLAN ON ROOF SLAB OF AIR VALVE CHAMBER
SCALE: 1:10

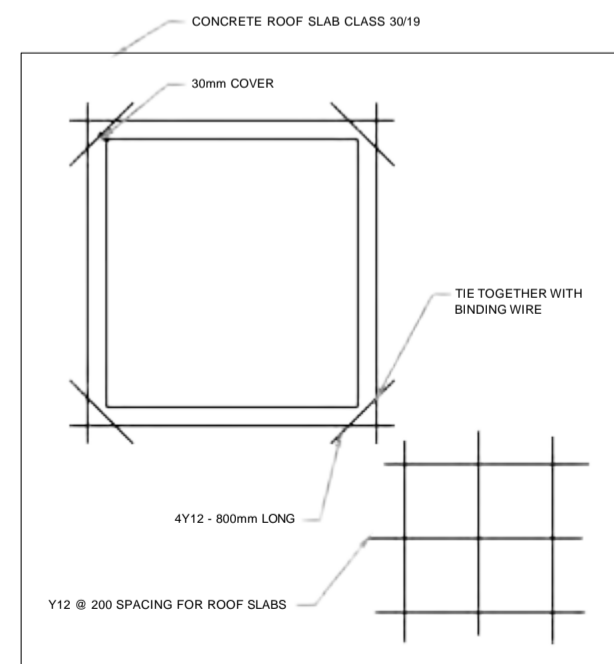
REFERENCE DRAWINGS:
FOR AIR VALVE FITTINGS DETAILS REFER TO DRWG 201



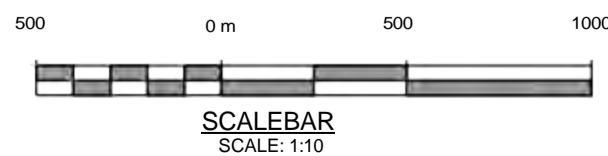
PIPE AIR VENT TYPE 1
SCALE 1:10



PIPE AIR VENT TYPE 2
SCALE 1:10



DETAIL OF STEEL IN ROOF SLAB FOR VALVE CHAMBER
SCALE 1:10



SCALE BAR
SCALE: 1:10

NOTES:

- GENERAL NOTES:**
- INTERNAL DIMENSIONS GENERALLY 1200 x 1200 MINIMUM
 - ALL CHAMBERS SHALL HAVE THE FOLLOWING INFORMATION PAINTED ON THE ROOF SLAB:
 - VALVE TYPE, No. AND SIZE
 - DIAMETER, TYPE, SIZE AND CLASS OF MAIN
 - RATES FOR CHAMBERS TO INCLUDE FOR EXCAVATION
 - VALVE CAPS TO BE POSITIONED DIRECTLY ABOVE VALVE SPINDLES
- NOTES - BRICK CHAMBERS:**
- BRICKWORK:**
- CHAMBER BRICKWORK: WALLS 230 STOCKBRICK IN STRETCHER BOND (INCLUDING BRICKFORCE EVERY FOURTH COURSE), BAG WASHED INTERNALLY, PLASTERED EXTERNALLY, PAINTED WITH 2 COATS WHITE PVA.
 - STEP IRONS TO BE PROVIDED FOR CHAMBERS EXCEEDING 1m IN DEPTH.
 - ADMBURE TO PLASTER TO ENGINEERING APPROVAL.
 - 20mm DIAMETER CALCULITE STEP IRONS TO BE BUILT IN EVERY FOUR COURSES AS WORK PROCEEDS (OEA).
- STEELWORK:**
- ALL STEELWORK TO BE GALVANISED IN ACCORDANCE WITH SANS 763 - 1977
 - Y12 @ 200 SPACING BOTH WAYS REQUIRED FOR FLOOR AND ROOF SLAB 50 mm FROM BOTTOM OF SLAB
- MORTAR:**
- MIX PROPORTIONS - DRY SAND : CEMENT = 4:1
 - HORIZONTAL JOINTS = 10mm NOMINAL
- CONCRETE:**
- 28 DAY COMPRESSIVE STRENGTH = 30 MPa
 - COVER TO REINFORCEMENT, 30mm
 - CURING FOR 7 DAYS (minimum)
 - NO PLACEMENT OF CONCRETE PRIOR TO ENGINEER'S INSPECTION OF EXPOSED SURFACES AND REINFORCEMENT.
 - 25mm x 25mm CHAMFER TO ALL EXPOSED EDGES.

| 0 | Sept 2023 | Issued for Tender | W.S.K. |
|-----|-----------|-------------------|--------|
| No. | DATE | REVISIONS | CHK'D |

Client



EASTERN CAPE DEPARTMENT OF EDUCATION

Project Description

THUBALETHU HIGH SCHOOL IN FORT BEAUFORT COMPLETION OF WORKS

| | | |
|---------------------------|-----------------------------------|--------------------------------|
| Project Number 25849LW | Project Type REPAIRS PROGRAMME | Contract Number ----- |
| Province EASTERN CAPE | District Municipality AMATHOLE | Local Municipality NKONKOBÉ |

KEY CODES

Drawing Description

AIR VALVE CHAMBER DETAILS

| | |
|--------------------------|-----------------------|
| Designed J.F.L. | Drawn D.D. |
| Design checked W.S.K. | Dwg checked W.S.K. |
| Scale: As Shown (A1) | Sheet 1 of 1 |

for: Mariswe (Pty) Ltd



MARISWE
INFRASTRUCTURE SPECIALISTS

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| | | |
|------------------|----------------------------|---------|
| Registration No. | Drawing No. 25849LW-105 | REV No. |
|------------------|----------------------------|---------|

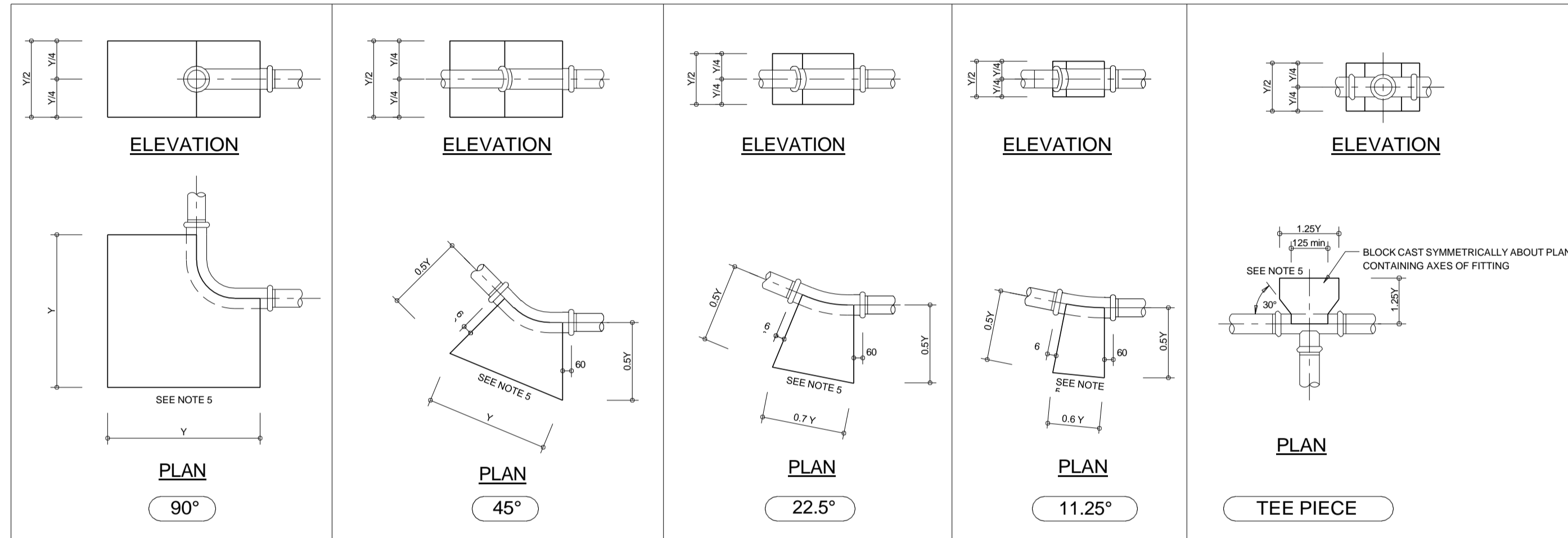
TENDER

MARISWE SA PROJECTS/25849 - Thubalethu High School/03_Drawing/Drawings Issued for Tender/Rev:02/2023/018 - Completion of works

NOTES:

1. ALL THRUST BLOCKS TO BE CAST AGAINST UNDISTURBED IN-SITU MATERIAL AND SHALL BE KEYED INTO THE SIDES AND BOTTOM OF THE TRENCH

NOTE: "Y" FACES TO BE CAST AGAINST EXCAVATIONS



| MINIMUM VALUE OF 'Y' (METRES) | | | | | | | | | | | | | | | | | | | | | |
|-------------------------------|--------|----------------|------|-------|--------|----------------|------|-------|--------|----------------|------|-------|--------|----------------|------|-------|--------|----------------|------|-------|--------|
| OPERATING PRESSURE (MPa) | | 0.6 | | | | 1.2 | | | | 1.6 | | | | 2.0 | | | | 2.5 | | | |
| BEND ANGLE | | 90° BEND + TEE | 45° | 22.5° | 11.25° | 90° BEND + TEE | 45° | 22.5° | 11.25° | 90° BEND + TEE | 45° | 22.5° | 11.25° | 90° BEND + TEE | 45° | 22.5° | 11.25° | 90° BEND + TEE | 45° | 22.5° | 11.25° |
| NOMINAL DIAMETER OF PIPE (mm) | 50 | 0.40 | 0.40 | 0.40 | 0.40 | 0.50 | 0.45 | 0.40 | 0.40 | 0.60 | 0.55 | 0.45 | 0.40 | 0.65 | 0.60 | 0.50 | 0.40 | 0.70 | 0.65 | 0.60 | 0.45 |
| | 75 | 0.55 | 0.50 | 0.45 | 0.45 | 0.75 | 0.65 | 0.60 | 0.50 | 0.85 | 0.75 | 0.70 | 0.55 | 0.95 | 0.85 | 0.75 | 0.60 | 1.05 | 0.90 | 0.85 | 0.65 |
| | 90-110 | 0.80 | 0.70 | 0.65 | 0.55 | 1.05 | 0.90 | 0.85 | 0.70 | 1.20 | 1.05 | 1.00 | 0.80 | 1.30 | 1.15 | 1.10 | 0.85 | 1.45 | 1.20 | 1.25 | 0.90 |
| | 125 | 0.85 | 0.85 | 0.85 | 0.85 | 1.05 | 0.90 | 0.85 | 0.85 | 1.20 | 1.00 | 1.00 | 0.85 | 1.35 | 1.15 | 1.10 | 0.85 | 1.45 | 1.20 | 1.25 | 0.90 |
| | 150 | 0.9 | 0.9 | 0.9 | 0.9 | 1.25 | 1.05 | 0.95 | 0.90 | 1.40 | 1.15 | 1.10 | 0.90 | 1.55 | 1.30 | 1.25 | 0.95 | 1.65 | 1.35 | 1.40 | 1.10 |
| | 200 | 1.20 | 1.00 | 1.00 | 1.00 | 1.60 | 1.30 | 1.30 | 1.00 | 1.80 | 1.45 | 1.45 | 1.15 | | | | | | | | |
| | 250 | 1.45 | 1.10 | 1.10 | 1.10 | 1.60 | 1.30 | 1.20 | 1.10 | | | | | | | | | | | | |
| 300 | 1.50 | 1.20 | 1.20 | 1.20 | 1.80 | 1.50 | 1.45 | 1.20 | | | | | | | | | | | | | |

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| No. | DATE | REVISIONS | CHKD |
| 0 | Sept 2023 | Issued for Tender | W.S.K |

Client

EASTERN CAPE DEPARTMENT OF EDUCATION

Project Description

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|---------------------------|-----------------------------------|--------------------------------|
| Project Number 25849LW | Project Type REPAIRS PROGRAMME | Contract Number |
| Province EASTERN CAPE | District Municipality AMATHOLE | Local Municipality NKONKOBÉ |

KEY CODES

Drawing Description

THRUST BLOCK DETAILS

| | | | |
|--------------------------|-----------------------|----------------------|--------------|
| Designed J.F.L. | Drawn W.S.K. | D.D. | D.D. |
| Design checked W.S.K. | Dwg checked W.S.K. | Scale: As Shown (A1) | Sheet 1 of 1 |

For: Mariswe (Pty) Ltd Date

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| | | |
|---------------------------------|----------------------------|--------------|
| Registration No. 25849LW-106 | Drawing No. 25849LW-106 | REV No. 1 |
|---------------------------------|----------------------------|--------------|

TENDER

MARISWE SA PROJECTS/25849 - Thubalethu High School/03_Drawings/Drawings Issued for Tender-Rev/020230918- Completion of works