



**WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY**  
**V. DRAIN CONCRETE, BASE REPAIR, SURFACE RESTORATION, PATCHING**  
**AND REPAIRING EDGE BREAKS**  
**CONTRACT NUMBER: WMM-LM 00069**

**07 NOVEMBER 2025**

ISSUED BY:

Issued and prepared by: ENGINEERING SERVICES DEPARTMENT

Winnie Madikizela-Mandela Local Municipality

Engineering Services Department

51 Winnie Madikizela Street

Bizana

4800

Municipal Manager: Mr. L. Mahlaka

Contact Person: Mrs. S. Sako

Tel: 039 251 0230

**NAME OF TENDERER:** \_\_\_\_\_

**AMOUNT:** \_\_\_\_\_

**WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY**



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**WMM-LM 00069**

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**V. DRAIN CONCRETE, BASE REPAIR, SURFACE RESTORATION, PATCHING AND  
REPAIRING EDGE BREAKS**

<p><b>GENERAL BID INFORMATION</b></p>
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**ESTIMATED CIDB CONTRACTOR GRADING** : 2CE PE

**CLOSING DATE** : Date: 21 November 2025

**CLOSING TIME** : 12h00

**CLOSING VENUE** : Email to [tenders.scm@mbizana.gov.za](mailto:tenders.scm@mbizana.gov.za)

**Letter of Consent**

Business Name and Address

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The Municipal Manager

Winnie Madikizela-Mandela Local Municipality

P.O. Box 12

Bizana

4800

Sir/Madam

**Granting of authority to request information from any legal entity relevant to this Bid**

I/we acknowledge that the information herein contained shall constitute the basis on which my/our Bid is to be considered. I/we grant approval that any source regarding this Bid may be fully investigated and that all such information shall be of material value to Winnie Madikizela-Mandela Local Municipality and directly relevant to the consideration of my/our Bid.

I/we (Name and Surname of Company Representative/s) \_\_\_\_\_ grant my/our consent to such source to provide confidential information.

I/we warrant that all the information herein contained is to the best of my/our knowledge and belief true and correct in all material respects and I/we am /are not aware of any information which, should it become known to the Winnie Madikizela-Mandela Local Municipality, would affect the consideration of my/our Bid in any way. The Winnie Madikizela-Mandela Local Municipality wishes to inform you that all information regarding your personal matters is treated as strictly confidential.

**Please tick the appropriate box.**

	<b>I/We hereby consent to the above</b>
	<b>I/We hereby withhold consent and fully understand the implications and ramifications of my/our decision and will not hold the Winnie Madikizela-Mandela Local Municipality responsible for not considering my/our Bid.</b>

Signature: ..... Date: .....

Name and Surname (Witness) .....Signature: .....Date.....

INVITATION TO BID

BID NUMBER:	WMM-LM 00069	CLOSING DATE:	21 November 2025	CLOSING TIME:	12h00
DESCRIPTION	V. Drain Concrete, Base Repair, Surface Restoration, Patching and Repairing Edge Breaks				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE EMAILED TO

tenders.scm@mbizana.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					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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 PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

**TERMS AND CONDITIONS FOR  
BIDDING**

<b>1. BID SUBMISSION:</b>															
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>															
<b>2. TAX COMPLIANCE REQUIREMENTS</b>															
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>															
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>															
<table style="width: 100%; border: none;"> <tr> <td style="width: 5%; padding-left: 20px;">3.1.</td> <td style="padding-left: 10px;">IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right; padding-right: 20px;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td style="padding-left: 20px;">3.2.</td> <td style="padding-left: 10px;">DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right; padding-right: 20px;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td style="padding-left: 20px;">3.3.</td> <td style="padding-left: 10px;">DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right; padding-right: 20px;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td style="padding-left: 20px;">3.4.</td> <td style="padding-left: 10px;">DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right; padding-right: 20px;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td style="padding-left: 20px;">3.5.</td> <td style="padding-left: 10px;">IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right; padding-right: 20px;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p style="font-size: small; margin-top: 10px;">IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
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3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO													
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO													
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO													
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO													

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....



**WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY  
RE-ADVERT**

NO	PROJECT NAME	CONTRACT NUMBER	CIDB GRADE	CLOSING DATE
2	V.Drain Concrete, base repair, Surface restoration Patching and Repairing Edge breaks	WMM LM 00069	2 CE or Higher	21 November 2025

Bids are hereby invited from suitably qualified and accredited service providers who are interested to submit their tender responses for the above-mentioned projects for Winnie Madikizela-Mandela Local Municipality.

Bid documents are available to be downloaded from e-tender portal website on [www.etenders.gov.za](http://www.etenders.gov.za) at no cost

Bids should score a minimum of 70% points on the functionality evaluation in order to be considered for further evaluation.

Bids will be evaluated on the **80/20** preferential points system

**Failure to submit the following document(s) completed in full will render the bid not responsive:**

- A completed original document issued by the municipality
- CIPC Registration Documents, Certified ID Copy(ies) of Director(s) (not older than 3 months), proof of CSD Registration
- A valid Tax PIN printout provided by SARS
- Fully completed and signed bid documents MBD1, MBD4, MBD6.1, MBD 8 and MDB 9
- A signed certification/letter by the bidder confirming that no undisputed municipal accounts are overdue by more than 30 days and no account has not been declared as well as proof thereof.
- Evaluation Criteria: 80 = Price, 20 = Specific Goals as per the attached MBD 6.1 respectively
- In case of a joint venture, valid Tax Pin printouts of all partners should be submitted as well as a signed agreement by all parties clearly indicating the lead partner
- The Minimum Threshold for Local Content for the above-mentioned Project is 100%

**Advert Date: 07 November 2025**

**Publication: Local/Provincial Newspaper, Municipal Website, e-tender portal.**

**Closing Date: All tenders must be emailed to [tenders.scm@mbizana.gov.za](mailto:tenders.scm@mbizana.gov.za) by no later than the date and time stated above after which they will be opened.**

**The municipality will only consider bids submitted on the original bid documentation provided by the municipality. All tenders must be clearly marked the Name of the project and Reference number indicated above. Failure to do so, your tender may not be considered. Any unsigned alterations in the BOQ/Quotation/Pricing schedule to the tender document shall render the submission invalid.**

**The municipality will not consider any bids over R1 million from bidders who have not registered for VAT or submitted proof that they have registered before the closing date of the bid/s in this notice.**

No late, hand delivered, incomplete or facsimile bids will be accepted for consideration. The only or lowest bid received shall not necessarily be accepted. Winnie Madikizela-Mandela Local Municipality reserves the right to accept part of or the full bid. For technical enquiries, please contact Senior Manager: Engineering Services , Mrs S.Sako @ 072 392 8194 during working hours Email: [sakos@mbizana.gov.za](mailto:sakos@mbizana.gov.za) Supply Chain Management related enquiries, please contact Mr Z. Khala at 079 886 0942 email: [khalaz@mbizana.gov.za](mailto:khalaz@mbizana.gov.za) / [info.scm@mbizana.gov.za](mailto:info.scm@mbizana.gov.za) during working hours

.....  
**Mr. L. Mahlaka**  
**Municipal Manager**

## MBD 4

### DECLARATION OF INTEREST

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

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):.....

3.4 Company Registration Number:.....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

- a member of –
    - any municipal council;
    - any provincial legislature; or
    - the national Assembly or the national Council of provinces;
  - a member of the board of directors of any municipal entity;
  - an official of any municipality or municipal entity;
  - an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
  - a member of the accounting authority of any national or provincial public entity; or
  - an employee of Parliament or a provincial legislature.
- a) Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.
- 3.9 Have you been in the service of the state for the past twelve months? ..... **YES / NO**

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

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

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

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

3.11.1 If yes, furnish particulars  
.....  
.....

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

3.12.1 If yes, furnish particulars.  
.....  
.....

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

3.13.1 If yes, furnish particulars.  
.....  
.....

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



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

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

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

**1. GENERAL CONDITIONS**

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

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

**1.2 To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

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

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

- Price; and
- Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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:

$$= \left( - \frac{\text{80/20}}{\text{---}} \right) \text{ or } = \left( - \frac{\text{90/10}}{\text{---}} \right)$$

Where

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

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

**3.2.1. POINTS AWARDED FOR PRICE**

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

$$= \left( + \frac{\text{80/20}}{\text{---}} \right) \text{ or } = \left( + \frac{\text{90/10}}{\text{---}} \right)$$

Where

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

**• 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.)***

	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	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)
The specific goals allocated points in terms of this tender				



		of state)		
South African	1.5	3		
Black	1.5	3		
Women	1.75	3.5		
Youth	1.75	3.5		
Leaving with disability	1.75	3.5		
Military Veterans	1.75	3.5		
<b>Total Points Allocated</b>	<b>10</b>	<b>20</b>		

### 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.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....
	.....

MBD 6.2

**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This Municipal Bidding Document (MBD) 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, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

**1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 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 targeted 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>
_____	_____ %
_____	_____ %
_____	_____ %

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](http://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.

- 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.** .....

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

NB

- 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.
- 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](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:

- The facts contained herein are within my own personal knowledge.
- I have satisfied myself that:
  - 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
  - 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, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001**

**LOCAL CONTENT OF PRODUCTS**

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM MBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001**

1. Regulation 12(1) of the Preferential Procurement Regulations makes provision for the promotion of locally manufactured products within the preference point systems.

**SPECIFIC GOAL**

**POINTS ALLOCATED**

The stimulation of the S.A economy by procuring locally  
Manufactured products.

.....

2. Preference points may only be claimed for products, which will be manufactured (fabricated, processed or assembled), in the Republic of South Africa. In cases where production has not yet commenced at time of bid closure, evidence shall be produced that at the time of bid closure, the bidder was irrevocably committed to local production of the product.
3. **“Local content”** means that portion of the bid price, excluding Value Added Tax (VAT), which is not included in imported content, **provided that local manufacture does take place.**
4. **“Imported content”** means that portion of the bid price represented by the costs of components, parts or materials which have been or are still to be imported (whether by the bidder or his suppliers or sub-contractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duties, sales duties, or other similar taxes or duties at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies for which a bid has been submitted are manufactured.

**5. BID INFORMATION**

Bidders who wish to claim points in respect of this goal must furnish the information in paragraph 7 below.

**6. POINTS CLAIMED**

Indicate whether point(s) allocated for this goal is (are) claimed.

Yes / No

**7. INFORMATION WITH REGARD TO LOCAL MANUFACTURE**

Indicate in the table below which product(s) [item number(s)] is/are manufactured locally against the % local content of each product / item in relation to the bid price (exclusive of VAT). Points claimed must be indicated in the “points claimed” column.

Percentage local content in relation to bid Price	Indicate item numbers	Points Allocated	Points Claimed
10 % - 30 %			
31 % - 60 %			
61 % or more			

**8. BID DECLARATION**

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm declare that points claimed, based on the local content of the product(s) above, qualifies the firm for the point(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iii) If the claims are found to be incorrect, the purchaser, in addition to any other remedy it may have -
  - (a) recover all costs, losses or damages it has incurred or suffered as a result of that person’s conduct; and
  - (b) 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;

**WITNESSES:**

1. ....

.....

**SIGNATURE (S) OF BIDDER (S)**

2. ....

DATE: .....

### DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAMES) .....**

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

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

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

**MBD 9**

- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

**MBD 9**

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



## WINNIE MADIKIZELA-MANDELA MUNICIPALITY

### TERMS OF REFERENCE

#### 1. OUTLINE

These Terms of Reference outline the minimum Scope of Works for which the service provider is responsible. It defines key accountabilities and what the service provider is responsible for delivering. The terms of reference give details of the description of work that the municipality wants to, construction, service and any other information that will be of useful information to the bidders / suppliers.

#### 2. BACKGROUND

WMM LM has a responsibility to provide basic access through roads construction and maintenance

#### 3. BID QUALIFICATION

This bid will be subjected to functionality assessment. The bidder must score a minimum of 70 points to proceed to the second stage. It is expected that all the maintenance works that will be provided by the bidder will all be a quality and completed in stipulated time frame.

Tenderers **MUST** tender on all items to be considered for evaluation, should any Tenderers fail to tender on all items, your tender will be disqualified. Tenderer must be below or not above five percent of the budget.

- 3.1 Tenders will be evaluated on a comparative basis, which is the reason for the design of the tender specification and additional schedules (if applicable).**

#### 4. CONDITIONS OF APPOINTMENT

Municipality will provide all relevant information available for the purpose of successfully completing the project. The quoted amount must cover for all the costs that will ensure full completion of the project. The appointed service provider must after sign the acceptance

letter communicates with the relevant official as specified in the appointment letter to show the products that will be delivered and confirm time frames.

## **5. QUALITY AND QUANTITY**

5.1 All construction work items offered in terms of this Tender shall comply with the latest relevant Codes of the South African Bureau of Standards (SABS).

5.2 Guarantee periods and what does not constitute guarantee must be clearly indicated.

5.3 Non-compliance with the agreed service delivery could lead to breach of contract and the bidder. Will be liable for any expenses incurred as effect thereof.

## **6. PRICING REQUIREMENTS**

Tender prices must be in ZAR Currency (Rand).

## **7. SCOPE OF WORK (Specification)**

The scope of work required for the contract includes the following:

Repairs and Maintenance of Prefabricated Culverts, Concrete Kerbing, V-Drains Concrete, paving, sidewalks, parking, Patching and Repairing Edgebreaks.

## **8. ACCOUNTABILITY**

The Service Provider is accountable to the Client for the execution of the Scope of Work detailed in the Terms of Reference.

## **9. PROFESSIONAL INDEMNITY COVER / INSURANCES / SURETIES**

There are no insurances or sureties that are required for this bid. The service provider must also provide proof that they are paying the municipal rates where they are residing. Non-submission of proof that the supplier does not owe municipal rates will lead to the elimination of the bidder from the evaluation process. If the bidder is renting offices, then a letter / correspondence from the landlord must be provided stating that the bidder/supplier does not owe any municipal rates

## 10. BILL OF QUANTITIES (BOQ)

CLIENT: <b>WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY</b>					
CONTRACT NAME:		REPAIRS AND MAINTENANCE OF STORMWATER FACILITIES EXT. 2			
<b><u>SCHEDULE OF QUANTITIES</u></b>					
NB:					
<b><u>SCHEDULE A: PRELIMINARY AND GENERAL</u></b>					<b>SECTION 1200</b>
ITEM NO		UNIT	QUANTITY	RATE	AMOUNT
	<b>GENERAL REQUIREMENTS AND PROVISION</b>				
12,01	Remuneration of the Project Liason Officer				
	(a) Project Liason Officer	Prov. Sum	2,00		
	(c ) Local Project Steering Committee	Prov. Sum	Prov.Sum		
	(d) Contractor's handling costs in respect of sub item 12.01(a,b & c) above	%	0,00		
12,02	<b>Occupational Health and Safety including COVID 19 compliance</b>				
	(a) Preparation of Contractor's site specific Health and Safety Plan	Sum	1,00		
	(b) Principal Contractor's initial obligations in respect of the OHS Act and Construction Regulations and COVID 19 regulations	Sum	1,00		
	( c) Principal Contractor's time related obligations in respect of the OHS Act and Construction Regulations and COVID 19 regulations	Month	2,00		
	(d) Health and safety compliance officer	Month	2,00		
<b>1200</b>					

CLIENT:	WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY				
CONTRACT NAME: REPAIRS AND MAINTENANCE OF STORMWATER FACILITIES EXT. 2					
SCHEDULE A: PRELIMINARY AND GENERAL					
SECTION 1300					
ITEM NO	DESCRIPTION	UNIT	BILL QUANTITY	RATE	TENDER AMOUNT
	<b><u>CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</u></b>				
B13.01	<b>The Contractor's general obligations:</b>				
	(a) Fixed obligations	lump	1		
	(b) Value-related obligations	lump	1		
	(c) (i) Contractor's Time-related obligations	month	2		
1300	<b>TOTAL CARRIED TO SUMMARY</b>				

CLIENT:	WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY				
<b>CONTRACT NAME: REPAIRS AND MAINTENANCE OF STORMWATER FACILITIES EXT. 2</b>					
<b>SCHEDULE A: PRELIMINARY AND GENERAL</b>					
					<b>SECTION 1500</b>
ITEM NO	DESCRIPTION	UNIT	BILL QUANTITY	RATE	TENDER AMOUNT
	<b><u>ACCOMMODATION OF TRAFFIC</u></b>				
<b>B15.01</b>	Accommodation of traffic and maintaining deviations	km	1,5		
<b>B15.03</b>	<b>Temporary traffic-control facilities</b>				
	(a) Flagperson (LI)	man-day	30		
	(b) Portable STOP and GO-RY signs	no	3		
	(e) Road signs, R-and TR-series, 1200mm in diameter	no	3		
	(f) Road signs, TW-series, 1524mm sides	no	3		
	(h) Delinators TW401-and TW402 series, 1000mm x 250mm	no	100		
<b>1500</b>	<b>TOTAL CARRIED TO SUMMARY</b>				



CLIENT:	WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY					
<b>CONTRACT NAME:</b> REPAIRS AND MAINTENANCE OF STORMWATER FACILITIES EXT. 2						
<b>SCHEDULE B: ROAD WORKS</b>				<b>SECTION 1800</b>		
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT	
18,01	Unskilled labour	hr	10,00			
	Semi-skilled labour	hr	10,00			
	Skilled labour	hr	10,00			
	Ganger	hr	10,00			
	Flagman	hr	10,00			
	Foreman	hr	10,00			
18,02	Plant					
	concrete mixer:0.3m <sup>2</sup>	day	3,00			
1800	<b>TOTAL CARRIED TO SUMMARY</b>					

CONTRACT NAME:		REPAIRS AND MAINTENANCE OF STORMWATER FACILITIES EXT. 2			SECTION 2200	
SCHEDULE B: ROAD CONSTRUCTION						
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT	
	<b><u>PREFABRICATED CULVERTS</u></b>					
<b>22.01</b>	<b>Excavation:</b>					
	(a) Excavating soft material situated within the following depth ranges below the surface level:					
	(i) 0 m up to 1,5 m	m <sup>3</sup>	185,88			
	(ii) Exceeding 1,5 m and up to 3,0 m	m <sup>3</sup>	0,00			
	(iii) Exceeding 3m and up to 5m	m <sup>3</sup>	0,00			
	(b) Extra over subitem 22.01(a) for excavation in hard material, irrespective of depth	m <sup>3</sup>	46,47			
<b>22.02</b>	<b>Backfilling:</b>					
	(a) Using the excavated material	m <sup>3</sup>	23,24			
	(b) Using imported selected material	m <sup>3</sup>	23,24			
	(c) Extra over subitems 22.02(a) and (b) for soil cement backfilling containing 2% cement*	m <sup>3</sup>	23,24			
<b>22.03</b>	<b>Precast Concrete culverts:</b>					
	(b) On class B bedding:					
	(i) Type SC 100D-load pipes with ogee joints:					
	(i) 600mm dia	m	21,60			
<b>22,17</b>	<b>Inlet and outlet headwall structures</b>					
	(a) Construct culvert inlets complete as per drawings	No	4,00			
	b) Construct culvert outlets complete as per drawings	No	4,00			
<b>2200</b>	<b>TOTAL CARRIED TO SUMMARY</b>					

CONTRACT NAME:		REPAIRS AND MAINTENANCE OF STORMWATER FACILITIES EXT. 2			
SCHEDULE B: ROAD WORKS		SECTION 2300			
ITEM NO	DESCRIPTION	UNIT	BILL QUANTITY	RATE	TENDER AMOUNT
	<b><u>CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS</u></b>				
<b>23,01</b>	<b>Concrete kerbing:</b>				
	(a) Prefabricated mountable kerb, SANS 927 fig 8c, as shown on the drg	m	142		
<b>23,02</b>	<b>Concrete kerbing-channelling combination:</b>				
	(a) Prefabricated barrier kerb, SANS 927 fig 3,	m	803		
<b>23,05</b>	<b>Inlet, outlet, transition and similar structures (typical designs):</b>				
	(a) Kerb inlet transition upstream side, class 20/19MPa concrete, complete with fig. 8C	No	4		
<b>23,07</b>	<b>Trimming of excavations for concrete-lined open drains:</b>				
	(a) In soft material	m <sup>2</sup>	490		
	(b) In hard material	m <sup>2</sup>	123		
<b>23,08</b>	<b>Concrete linings for open drains</b>				
	(a) Cast insite concrete lining	m <sup>3</sup>	59		
<b>23,14</b>	Cutting bituminous surfacing and pavement layers for concrete kerbing, channelling or concrete lined drain	m	490		
<b>23,16</b>	Demolition and Removal of existing kerbs and or channels, concrete lined drains	m <sup>3</sup>	12		
<b>2300</b>	<b>TOTAL CARRIED TO SUMMARY</b>				

CONTRACT NAME:		REPAIRS AND MAINTENANCE OF STORMWATER FACILITIES EXT. 2			SECTION 3400	
SCHEDULE B: ROAD WORKS						
ITEM NO	DESCRIPTION	UNIT	BILLED QTY	RATE	TENDER AMOUNT	
	<b>PATCHING AND REPAIRING EDGE BREAKS</b>					
39,00	Sawing asphalt or cemented pavement layers for patching:					
39,01	Sawing asphalt to an average depth: <span style="border: 1px solid black; padding: 2px;">3900</span> (a) (i) not exceeding 50mm	m	1290			
	<b>BASE AND SURFACE REPAIR</b>					
39,02	Excavation in existing pavements for patching in:					
	(a) Asphalt layers	m <sup>3</sup>	7,78			
	(b) Cemented layers	m <sup>3</sup>	0			
	© Crushed stone base course	m <sup>3</sup>	21,3			
	<b>Backfilling of excavations for patching with:</b>					
B39.03	(b) G2 Base course material from commercial sources with bituminous emulsion (60% stable-grade anionic emulsion @ 3% by mass of compacted base and ordinary cement @ 1% by mass of compacted base), for a patch	m <sup>3</sup>	21,3			
B39.06	<b>Tack coat (60% stable grade emulsion)</b>	l	2 200			
B39.07	<b>Repair of Surface and Edgebreak with Coldmix premix</b>	kg	41 600			
3400	<b>TOTAL CARRIED TO SUMMARY</b>					

CLIENT: WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY  
 CONTRACT NAME: REPAIRS AND MAINTENANCE OF STORMWATER FACILITIES EXT. 2  
 SCHEDULE B: ROAD WORKS SECTION 5900

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS</u>				
59.01	Finishing the road and road reserve:				
	(b) Single-carriageway road	m	1500		
3900	TOTAL CARRIED TO SUMMARY	24			

ITEM No.	LIC	DESCRIPTION	UNIT	QUANTITY	RATE
<b>7300</b>		<b>CONCRETE BLOCK PAVING FOR ROADS</b>			
<b>73,01</b>		<b>Concrete block paving</b>			
		(a) 80mm Class 35, Type SA, grey coloured interlocking precast concrete segmental pavers laid in 45 <sup>0</sup> herringbone pattern	m <sup>2</sup>		
		(b) 60mm Class 35, Type SA, grey coloured interlocking precast concrete segmental pavers laid in 45 <sup>0</sup> herringbone pattern	m <sup>2</sup>	222	
<b>73,02</b>		<b>Cast in situ concrete edge and intermediate beams</b>	m <sup>3</sup>	6,66	
<b>73,03</b>		<b>Provision of approved herbicide and ant poison:</b>			
		(a) Provision of materials	Lump. Sum	0,20	
<b>CARRIED FORWARD TO SUMMARY:</b>					

<b>SCHEDULE A: PRELIMINARY AND GENERAL</b>		<b>TENDER</b>
SECTION 1200	GENERAL REQUIREMENTS AND PROVISION	R
SECTION 1300	CONTRACTORS ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	R
SECTION 1500	ACCOMMODATION OF TRAFFIC	R
SECTION 1600	OVERHAUL	R
SECTION 1800	DAYWORKS	R
SECTION 2200	PREFABRICATED CULVERTS	R
SECTION 2300	CONCRETE KERBING, CONCRETE	R
SECTION 3900	PATCHING AND REPAIRING EDGE BREAKS	R
SECTION 5900	FINISHING THE ROAD AND ROAD RESERVE	R
SECTION 7300	CONCRETE BLOCK PAVING FOR ROADS	R
<b>Sub Total -A</b>		<b>R</b>
Add 15% VAT		R
<b>TOTAL CARRIED TO FORM OF OFFER</b>		<b>R</b>

**FUNCTIONALITY CRITERIA**

<b>(a) Team Member</b>	<b>Points</b>	<b>Total</b>
Service Provider must attach CV and Certificate of a foreman with a minimum qualification of NQF Level 4 with a minimum of two years' experience in Civil Engineering.  <b>Copy of CV, certified ID copy must be attached</b>	20	
<b>(b) Experience</b>		
Previous Experience in maintenance or construction of 3 roads projects to the value of R 100 000.00 or above.	40	
Previous Experience in maintenance or construction of 2 roads projects to the value of R 100 000.00 or above  <b>Appointment Letter and Completion Certificate must be attached</b>	20	
<b>( c) Resources</b>		
Plant and equipment for repairs of roads. Proof of ownership or plant hire to be attached. 10 points for each machine: <ul style="list-style-type: none"> <li>- Concrete mixer</li> <li>- Asphalt cutter</li> <li>- Stormwater jetting machine</li> <li>- Truck</li> </ul>	40	

The Bidder must score a minimum of 70 points in order to advance to the next stage of evaluation. Any Bidder scoring below 70% will not be considered for price and SPECIFIC GOALS.

**REQUIRED DOCUMENTS**

Service Providers must submit the following documents in addition to the documents required in the Functionality Criteria above:

- Portfolio of Evidence where similar projects have been undertaken including projects description and contact details.
- A copy of Asphalt Test Result.
- Feasibility Study or similar research document in respect of the labour-based asphalt technology that will be used.

## **11. CONTRACT DATA**

### **PART 1: DATA PROVIDED BY THE EMPLOYER**

The contract data of this contract are:

- 11.1 Conditions of Contract
- 11.2 Data provided by the Employer

#### **11.1 Conditions of Contract**

The General Conditions of Contract for Construction Works 3rd Edition (2015) published by the South African Institution of Civil Engineering, is applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering [www.saice.org.za](http://www.saice.org.za). The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities, and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

#### **11.2 Data provided by the employer**

Each item of data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works to which it mainly applies. The following contract specific data are applicable to this Contract:

#### **CONTRACT SPECIFIC DATA**

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

**BID NO: WMM LM 00069: V. DRAIN CONCRETE, BASE REPAIR, SURFACE RESTORATION PATCHING AND REPAIRING EDDGE BREAKS**

WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY

BID NO:WMM LM 00069

**V. DRAIN CONCRETE, BASE REPAIR, SURFACE RESTORATION PATCHING AND REPAIRING EDDGE BREAKS**

**C1.2: CONTRACT DATA (PART 1)**

**PART 1 : DATA PROVIDED BY THE EMPLOYER**

**CONDITIONS OF CONTRACT**

The General Conditions of Contract for Construction Works (2015) [hereinafter referred to as GCC2015], published by the South African Institution of Civil Engineering (SAICE) are applicable to this contract.

**CONTRACT SPECIFIC DATA**

The following contract specific data, amendments, additions, or omissions are applicable to this Contract.

No.	Clause	Description
1	1.1.14	The Employer is <b>WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY</b>
2	1.2.1.2	The Employer's address for receipt of communications and notices is: Telephone: <b>039 251 0230</b> Address (Physical): <b>51 Winnie Madikizela Mandela Street P.O BOX 12 Mbizana 4800</b>
3	1.1.1.16	The Project Manager is Sonwabo Songca
4	1.2.1.2	The Project Manager's address for receipt of communications and notices is : Telephone: <b>031 259 02030</b> Facsimile: E-mail : <a href="mailto:songcas@mbizana.gov.za">songcas@mbizana.gov.za</a> Address (Postal) Address (Physical) <b>51 Winnie Madikizela Mandela Street</b>
5	1.1.1.5	" <b>Commencement Date</b> " means the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.

**BID NO: WMM LM 00069: V. DRAIN CONCRETE, BASE REPAIR, SURFACE RESTORATION PATCHING AND REPAIRING EDDGE BREAKS**

No.	Clause	Description
6	1.1.1.14	The time for completing the works is 06 months including all relevant special non-working days.
7	1.1.1.34	Omit reference to “facsimile, electronic communication or any similar communication.”
8	1.1.1.35	<p>Add the following Clause 1.1.1.35</p> <p><b>“Value of Works”</b> means the value of Works certified by the Engineer as having been satisfactorily executed and shall include the value of the work done, the value of the materials and/or goods and Contract Price Adjustments.</p>
9	1.3.2	The governing law is the law of SOUTH AFRICA
10	1.3.2.1	<p>Add the following new sub-clause: 1.3.2.1</p> <p>“ The Contractor shall assume responsibility for compliance with the Environmental Management Programmes (EMP) in respect of the sites and shall ensure that the sites are rehabilitated before the conclusion of the Contract.”</p>
11	1.3.2.2	<p>Add the following new sub-clause: 1.3.2.2</p> <p>The Employer and the Contractor hereby agree, in terms of the provisions of section 37 (2) of the Occupational Health &amp; Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as ‘the Act’), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:</p> <p>(a) The Contractor undertakes that the appropriate officials and employees of the Contractor will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act;</p> <p>(b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with;</p> <p>(c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations, and prohibitions; with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.</p> <p>(d) The Contractor agrees that any duly authorised official of the Employer shall be entitled</p>

**BID NO: WMM LM 00069: V. DRAIN CONCRETE, BASE REPAIR, SURFACE RESTORATION PATCHING AND REPAIRING EDDGE BREAKS**

No.	Clause	Description
		<p>(although not obliged) to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records or Safety Plans held by the Contractor;</p> <p>(e) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.</p> <p>(f) The Contractor shall furthermore, in compliance with the Constructional Regulations of 2003 (Notice No. R1010, dated 18 July 2003) to the Act :</p> <p>(i) Acquaint himself with the requirements of the Employer’s health and safety Specification as laid down in regulation 4(1)(a) of the Construction Regulation of 2003, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation of 2003 for approval by the Employer or his assigned agent. The Contractor’s health and safety plan and risk assessment shall be submitted to the employer for approval within 14 days from the date of the Letter of Acceptance and shall be implemented and maintained from the Commencement of the Works.</p> <p>(ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with requirements of these Regulations shall entitle the Engineer, at the request of the Employer or his Agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, such time as the Employer or his Agents are satisfied that the issues in which the Contractor has been in default have been rectified.”</p>
12	1.1.1.12	The special non-working days are statutory public holidays, Saturdays, Sundays and the year end break. These days will be included for time calculations.
13	3.1.2	The Engineer shall obtain specific approval from the Employer before executing any of his

**BID NO: WMM LM 00069: V. DRAIN CONCRETE, BASE REPAIR, SURFACE RESTORATION PATCHING AND REPAIRING EDGE BREAKS**

No.	Clause	Description
		<p>functions or duties according to the following Clauses of the General Condition of Contract: Variations, in terms of, Clause 6.3.</p> <ol style="list-style-type: none"> <li>1. Rulings, in terms of Clause 10.1.5, on claims submitted by the Contractor, with the exception of claims relating to Clause 5.12.2.2 (Abnormal climatic conditions)</li> <li>2. Rulings, in terms of Clause 10.2 (Dissatisfaction) and Clause 10.3 (Disputes).</li> </ol>
14	3.2.6	<p>Add the following:            “The time limit for referring the matter to the Engineer by the Contractor shall be twenty one (21) days after the decision in question was given by the Engineer’s Representative”.</p>
15	2.4	<p>Add the following:            “In the event of any ambiguity, conflict or discrepancy between the various contract documents, lists and schedules, the order of precedence (from highest to lowest) shall be as follows:</p> <ol style="list-style-type: none"> <li>1. Form of Offer and Acceptance</li> <li>2. Contract Data</li> <li>3. General Conditions of Contract</li> <li>4. Project Specifications</li> <li>5. Working Drawings</li> <li>6. Standard Specifications of Roads and Bridgeworks (1998)</li> <li>7. Departmental guidelines and manuals/prescripts</li> <li>8. Schedule of Quantities</li> </ol>
16	4.4.3	<p>Add the following sub-clauses:</p> <p>“4.4.3.1 In the event of a Selected Subcontractor having undertaken to the Contractor, in respect of work executed or goods or materials supplied by such Selected Subcontractor, any continuing obligation extending beyond the date of completion of the Works or the end of the Defects Liability Period, as the case may be, the Contractor shall at any time after such date cede to the Employer, at the Employer’s request and cost, the benefit of such obligation for the unexpired duration thereof, whereupon the Employer shall have no further claim against the Contractor in respect of the said continuing obligation.</p> <p>4.4.3.2 If the Contract shall have been terminated in terms of Clause 9, the Employer shall have the right, by written notice given to any Selected Subcontractor not later than 28 days after the said termination, to convert the subcontract concerned to a direct contract between the</p>

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No.	Clause	Description
		<p>Employer and the Subcontractor provided that :</p> <p>(a) the terms of the said direct contract shall <i>mutatis mutandis</i> be those of the subcontract concerned, and</p> <p>(b) the Employer shall have the right, notwithstanding any breach of the subcontract by the Contractor, subject to his forthwith paying to the Subcontractor all amounts then owing to the Subcontractor by the Contractor and perform any obligation which the Contractor has failed to perform.”</p>
17	6.2.1	<p>Replace in its entirety with the following:</p> <p>“The Contractor shall deliver the Form of Guarantee selected in the Contract Data to the Employer within 14 days after receipt of the signed Form of Offer and Acceptance. Any expenditure incurred in doing so shall be borne by the Contractor.”</p>
18	6.2.4	<p>Add the following as Clause 6.2.4:</p> <p>“The Contractor is to provide a guarantee of <b>5%</b> of the Accepted Tender Sum to the Employer within 14 days from the date of the signed Form of Offer and Acceptance.”</p>
19	1.3.5	<p>Replace in its entirety with the following:</p> <p>The Employer will become the owner of the information, documents, advice, recommendation and reports collected, furnished and/or compiled by the Contractor during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer on request, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its retention or any other rights to which it may be entitled.</p>
20	1.3.6	<p>Add the following as Clause 1.3.6:</p> <p>The copyright of all documents, recommendations and reports compiled by the Contractor during the course of and for the purposes of finalising the Works will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer’s service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor.</p>
21	1.3.7	<p>Add the following as Clause 1.3.7</p> <p>The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall vest in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor.</p>

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No.	Clause	Description
22	1.3.8	<p>Add the following as Clause 1.3.8</p> <p>In case of the Contractor providing documents, electronic aids, software programmes or like material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not vest in the Employer. The Contractor shall be required to indicate to which documents, electronic aids, software programmes or like material this provision applies.</p>
23	1.3.9	<p>Add the following as Clause 1.3.9</p> <p>The Contractor hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of any copyright or any other intellectual property right in connection with the Works outlined in this Contract.</p>
24	1.3.10	<p>Add the following as Clause 1.3.10</p> <p>All information, documents, recommendations, programmes and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.</p>
25	5.3.1	<p>Replace with the following:</p> <p>The Contractor shall, save as may be otherwise provided in the Contract or be legally or physically impossible, commence executing the Works within 14 days calculated from the date the Contractor is given access to and possession of the Site in terms of Clause 5.4.</p>
26	5.6.1	<p>The Contractor shall deliver his programme of work within fourteen (14) days of the Commencement Date.</p>
27	5.9.1	<p>Amend as follows:</p> <p>“On the date possession is given to the Contractor, the Engineer shall deliver to the Contractor three (3) copies, at no cost to the Contractor, of the drawings and any instructions required for the commencement of the Works. The cost of any additional copies of such drawings and/or instructions, as may be required by the Contractor, will be for the account of the Contractor.</p>
28	7.2.1	<p>Amend as follows:</p> <p>Replace “failing requirements or instructions, of the respective kinds suitable for the purpose intended” with “in the absence of such specifications, requirements or instructions, they shall be approved by the Engineer for the purpose intended”.</p>

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No.	Clause	Description
29	6.9.2	In the last line, amend "Works" to read "Permanent Works".
30	6.9.6	<p>Add the following as Clause 6.9.6</p> <p>In order to preclude seizure by the owner of any constructional plant being held by the Contractor on a hire or hire-purchase agreement for the purposes of the Contract, the Employer shall be entitled to pay any such owner the amount of any outstanding instalment or other sum owing under any hire or hire-purchase agreement and in the event of his doing so, any amount thus paid by him shall be a debt payable to the Employer by the Contractor and may be deducted by the Employer from any moneys owing or that may become owing to the Contractor in terms of the Contract, or be recovered at law from the Contractor by the Employer."</p>
31	6.9.7	<p>Add the following as Clause 6.9.7</p> <p>When entering into any subcontract for the execution of any part of the works, the Contractor shall incorporate in such subcontract, by reference or otherwise, the provisions of this clause in respect of constructional plant brought to the site by the subcontract."</p>
32	8.3.1	<p>Delete and replace with the following:</p> <p>"risk arising from political riot and malicious damage, unless these risks are insurable with The South African Special Risk Insurance Association at the time of tendering and it is stipulated in the Contract that the Contractor is to effect insurance against these risks".</p>
33	8.4.1.1	<p>After "person" in the second and third lines, add, "including an employee of the Contractor".</p>
34	8.6	<p>Delete Clause 8.6 and replace it with:</p> <p>(1) Without limiting his obligations in terms of the Contract, the Contractor shall before commencement of the Works effect and maintain the following insurances covering the respective interests of the Contractor and the Employer:</p> <p>(a) Insurance of the Works and of all movables on the Site intended for incorporation in the Works against damage or physical loss from whatsoever cause arising (other than causes set out in Clause 8.3.1</p> <p>(i) for the period for which the Contractor is responsible for the Works in terms of Clause 8.2, and</p> <p>(ii) for a sum insured which shall, unless otherwise specified in the Contract, be the aggregate of</p> <p>(aa) the Contract Price,</p> <p>(bb) a sum to cover the value (specified at the time of delivery to the Contractor) of materials supplied by the Employer for incorporation in the Works and not included in the Contract Price, and</p>

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No.	Clause	Description
		<p>(cc) a sum to cover professional fees, not included in the Contract Price, payable in respect of the repair or reinstatement of damage to the Works or said movables.</p> <p>(b) A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association is required.</p> <p>(c) Public Liability insurance from the Commencement Date to the date of the Certificate of Completion or the end of the Defects Liability Period (if any) for a minimum limit of indemnity of R 5 000 000, with no limitation on the number of accidents in any one year, covering the Employer and the Contractor against their respective liability for the death of or injury to any person or loss of or damage to any property (other than property while it is insured in terms of paragraph (a)) arising out of or in the course of the performance of the Contract:</p> <p>Provided that</p> <p>(i) the insurance shall not be required to cover any liability arising out of any of the matters referred to in the provisos of Clause 8.3.1, and</p> <p>(ii) the insurance shall include a cross-liability clause such that the insurance shall apply to the Contractor and to the Employer as separate insured parties.</p> <p>(2) Save as otherwise provided in the Contract, nothing herein contained shall oblige the Contractor to effect any insurance which is not generally obtainable from a registered insurer in the Republic of South Africa.</p> <p>(3) The insurances referred to in Sub-Clause (1) shall be effected with an insurance company registered in the Republic of South Africa and the terms thereof shall be subject to approval by the Employer, which approval shall not be unreasonably withheld.</p> <p>(4) The Contractor shall produce to the Employer the policies by which the insurances are effected and proof of the due payment of all premiums thereunder and of the continuity of the policies for the required period within 14 days of receipt of the Letter of Acceptance.</p> <p>(5) The Contractor and the Employer shall comply with the terms and conditions of the insurance policies.</p> <p>(6) If the Contractor shall fail to effect and keep in force any of the insurances referred to in Sub-Clause (1), the Employer may effect and keep in force such insurance and pay such premium or premiums as may be necessary for the purpose and the Contractor shall refund the amounts of such premiums to the Employer.</p>

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No.	Clause	Description
		(7) The Contractor shall provide proof that he has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993, and that he has complied with the provisions of the Occupational Health and Safety Act, No. 85 of 1993.
35	6.3.1	<i>In the fourth line, after the word "shall", insert "with the approval of the Employer".</i>
36	6.3.4	Add the following new sub-clause 6.3.4: "Where the decrease or increase in the quantity of work has not resulted from a written variation order (or an additional agreement) in terms of Clause 6.3, but from the fact that the quantities are less or more than those given in the Bill of Quantities, the tendered rates or sums shall still apply, except in the case of a sub-item (or item not subdivided into sub-items) in the Bill of Quantities, which covers work the value of which during the tender stage exceeds 15% of the value of the tender sum, and where the quantity of such sub-item or item, upon completion of the Contract, deviates by more than 20% from the quantity given in the Bill of Quantities, so that the scale of activities or the method of construction consequently changes to such an extent that the tendered rate or sum no longer applies. In such case the Engineer, should he deem it to be in the interest of the Employer or should the Contractor enter a claim, shall, considering the extent by which the deviation in respect of the quantity of the sub-item or item concerned exceeds 20%, determine a sum which will be equitable in the circumstances, and shall certify that such sum shall be deducted from or added to the sums owing to the Contractor."
37	5.8.1	Delete the words "between sunrise and sunset" in the first line and replace with "within normal working hours. Normal working hours shall be those as stated in the Government Gazette for Civil Engineering and Road making Industries as applicable to a five (5) day week.  Add the following to Clause 5.8.3: "5.8.3 The cost of supervision by the Engineer or his representatives outside of normal (Monday to Friday) working hours in accordance with this Clause, shall be to the Contractor's account."
38	5.11.1	<i>In the second line, after the word "progress", insert "or alter the order".</i>
39	5.12.1	Delete the contents of the Clause and replace with the following::  "There will be no extension of time unless agreed to by all parties in writing."
40	58.3	The Tenderer's attention is drawn to the Returnable Forms which contain a declaration statement in which the equity owned by historically disadvantaged individuals and women are to be clearly spelt out if the Tenderer wishes to be considered for these points. Forms are also included for the Contractor to indicate the location of his head-office as well as the tender goals for the promotion of local enterprises.

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No.	Clause	Description
41	43.1	<p>In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal relating to the granting of the granting of a preference was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner, but will be limited to 10% of the Final Contract Price</p> $\text{Penalty} = \frac{15\% \times [D - D_0] \times N_A}{100}$ <p>D = Tender Participation Goal percentage  D<sub>0</sub> = the Tender Participation Goal which the Employer, based on the credits representative passed, certifies as being achieved upon completion of the Contract.  N<sub>A</sub> = Net Amount (Nett Total of Tender from Summary of Bill of Quantities)</p> <p>The Employer reserves the right to take legal action against tenderers who tender participation goals that are later found to be incorrect.</p> <ul style="list-style-type: none"> <li>• The penalty for failing to complete the Works is R1000 per calendar day.</li> <li>• As per the Clause 3.5.1.22 for emergency repair response and completion times.</li> <li>• Failure to comply with the provisions for the accommodation of traffic will incur a penalty of R500 per occurrence Per day thereafter until rectified.</li> </ul>
42	43.3	<p>Add the following new sub-clauses:</p> <p>“43.3 The provisions of sub-clause 43(1) shall also apply to completion of a specified stage of work as described in the Tender Forms, the Agreement, and the Contract Scope of Works. Where a penalty is enforced by the Employer for late completion of any stage of work, the penalty shall not be refundable even if subsequent stages of completion are achieved on schedule.</p> <p>If late completion of more than one stage occurs, the total penalty per day shall not exceed the penalty for late completion of the contract as defined in the Tender Forms, the Agreement or the Contract Scope of Works.</p> <p>43.4 All penalties for which the Contractor becomes liable in terms of Sub-clauses 43.1 to 43.4 shall be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any moneys in his possession that are or may become due to the Contractor.</p> <p>43.5 The imposition of any penalties in terms of Sub-clauses 43.(1) to 43.(4) shall not limit the Engineer's nor Employer's right to act in terms of Sub-clause 55.1.”</p>
43	6.6.1.2	After all references to the word “sums”, insert “excluding VAT”
44	6.8.1	<p>Add the following:</p> <p>“The tender rates and prices shall also be exclusive of Value Added Tax (VAT). Provision is made for the addition of VAT in the summary of the Bill of Quantities.”</p>

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No.	Clause	Description
45	6.8.2	<p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</p> <p>The value of "x" is 0.10</p> <p>The values of the coefficients are :</p> <p>a = 0.25 (labour)</p> <p>b = 0.25 (contractor's equipment)</p> <p>c = 0.40 (material)</p> <p>d = 0.10 (fuel)</p> <p>The urban area nearest the Site is Error! Not a valid link.</p> <p>The base month and year is the month prior to the month in which tenders close.</p>
46	6.10.2	<p>Add the following:</p> <p>"Payment for materials on site will only be considered for those materials which are physically on site. Any statement in which a claim for materials on site is included, shall have attached a declaration that the materials listed in the statement are owned by the Contractor, accompanied by proof of ownership. The ownership of materials shall be transferred to the Employer in accordance with the relevant pro-forma"</p>
47	6.10.3	<p>The percentage retention on the amounts due to the Contractor is 10 % of the Contract Price.</p>
48	6.11.1.3	<p><i>Delete the words "15 percent and replace with "20 percent".</i></p>
49	5.14.5.5	<p>Delete Clause 5.14.5.5 and replace with:</p> <p>Insurance of the works shall continue until the expiration of the Defects Liability Period, in terms of Clause 8.6.1.</p>
50	7.8.1	<p>The Defects Liability Period is <b>03 months</b> measured from the date of the Certificate of Completion.</p>

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WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY

BID NO:WMM LM 00069

**V. DRAIN CONCRETE, BASE REPAIR, SURFACE RESTORATION PATCHING AND REPAIRING EDDGE BREAKS**

**C1.2: CONTRACT DATA (PART 2)**

**PART 2: DATA PROVIDED BY THE CONTRACTOR**

No.	Clause	Description
1	1.18	The Contractor is ..... <i>[The Legal name of the Contractor].</i>
2	1.2.2	The Contractor's address for receipt of communications and notices is : Telephone: ..... Facsimile: ..... E-mail : ..... Address (Postal) :..... Address (Physical) : ..... ..... ..... .....
3	37.2.2.3	The percentage allowances to cover all overhead charges are.....

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C1.3: FORM OF SECURITY (PRO FORMA)

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**DEED OF GUARANTEE**

WHEREAS .....

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

a Contract with .....

(hereinafter called "the Contractor") for the construction of .....

at .....

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

AND WHEREAS .....

has/have at the request of the Contractor, agreed to give such Guarantee;

NOW THEREFORE WE,

.....

---

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

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

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4. Our total liability hereunder shall not exceed the sum of .....  
..... (R .....

5. We hereby choose domicilium citandi et executandi for all purposes arising hereof at  
.....

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

**Signature** .....

**Duly authorised to sign on behalf of** .....

**Address** .....  
.....  
.....

**As witnesses:**

1.....

5 .....

**WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY**

**BID NO:WMM LM 00069**

**V. DRAIN CONCRETE, BASE REPAIR, SURFACE RESTORATION PATCHING AND REPAIRING EDDGE BREAKS**

<p style="text-align: center;"><b>CONTRACT PART 2 (OF 4): PRICING DATA</b></p>
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**C2.1 Pricing Instructions**

**C2.2 Bill of Quantities**

**BID NO: WMM LM 00069**

**V. DRAIN CONCRETE, BASE REPAIR, SURFACE RESTORATION PATCHING AND REPAIRING EDDGE BREAKS**

**C2.1 : PRICING INSTRUCTIONS**

C2.1.1 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them.

- Unit: The unit of measurement for each item of work as defined in the Standard Specifications or the Project Specifications.
- Quantity: The number of units of work for each item.
- Rate: The payment per unit of work for which the Tenderer tenders to do the work.
- Amount: The product of the quantity and the rate tender for an item.
- Lump Sum: An amount tender for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units.

C2.1.2 This Bill of Quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.

C2.1.3 The quantities set out in the Bill of Quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the Bill of Quantities, will be used to determine payments to the Contractor.

The validity of the contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment. Work is valued at the rates or lump sums tender, subject only to the provisions of subclause 1209 (a) of the Standard Specifications.

C2.1.4 Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc. and for the completed items of work as specified, all in accordance with subclause 1209 (b) of the Standard Specifications. Full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the Standard

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Specifications and Project Specifications and for all the risks, obligations and responsibilities specified in the General Conditions of Contract, Special Conditions of Contract, Standard Specifications and Project Specifications shall be considered as provided for collectively in the items of payment given in the Bill of Quantities, except in so far as the quantities given in the Bill of Quantities are only approximate.

C2.1.5 The Tenderer shall fill in a rate or a lump sum for each item where provision is made for it even where no quantities are given. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the Bill of Quantities.

The Tenderer shall fill in a rate against all items where the words “rate only” appear in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tender rate shall apply should work under this item actually be required. Tenderers should note the provisions of paragraph 12 of this preamble.

If the Tenderer should group a number of items together and tender one lump sum for each group of items, this single tender lump sum shall apply to that group of items and not to each individual item, or should he indicate that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil.

The tender lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

C2.1.6 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of Clause 1220 of the Standard Specifications regarding the measurements of quantities for payment. Except where specified otherwise than in Clause 1220, the nett measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.

C2.1.7 The amount of work or the quantities of material stated in the Bill of Quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the Contractor.

C2.1.8 The statement of quantities of material or the amount of work in the Bill of Quantities shall not be regarded as authorisation for the Contractor to order material or to execute work. The Contractor shall obtain the Engineer’s detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.

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- C2.1.9 The short descriptions of the payment items in the Bill of Quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, Standard Specifications, Project Specifications, General Conditions of Contract and Special Conditions of Contract for more detailed information regarding the extent of work entailed under each item.
- C2.1.10 The provisions of Clause 6.6 of the General Conditions of Contract shall apply to provisional sums and prime cost sums.
- C2.1.11 Subject to the conditions stated in paragraph C2.1.12 below, the rates and lump sums filled in by the Tenderer in the Bill of Quantities shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Adjustment of the rates will take place prior to the signing of the contract. In their own interest Tenderers must make doubly sure of the correctness of their tender rates, the extensions and the Tender Sum.

Arithmetical errors of responsive tenders will be corrected in the following manner:

- Where there is a discrepancy between an amount shown in figures, and the corresponding amount stated in words, the amount stated in words shall take preference.
- In the Bill of Quantities, if there is an error in the line item total resulting from the product of the quantity and the unit rate, the line item total shall govern, and the rate shall be corrected. Where there is a misplacement of the decimal point in the unit rate, the line item total shall govern and the unit rate will be corrected.
- 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 in the Bill of Quantities) to achieve the tender total of the prices.

Should a tenderer be unwilling to make the corrections ordered by the Engineer, the tender may be disqualified.

- C2.1.12 A tender may be rejected if the unit rates or lump sums for some of the items in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion, and if the Tenderer fails, within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items, to make such adjustments.

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C2.1.13 The units of measurement indicated in the Bill of Quantities are metric units

The following abbreviations are used in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre pass
ha	=	hectare
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre kilometre
l	=	litre
kl	=	kilolitre
kg	=	kilogram
t	=	ton (1000 kg)
No	=	number
mn	=	meganewton
mn-m	=	meganewton-metre
%	=	percent
kW	=	kilowatt
Kn	=	kilonewton
PC sum	=	prime cost sum
Prov sum	=	provisional sum

C2.1.14 All rates and sums of money quoted in the Bill of Quantities shall be in Rands and whole cents. Fractions of a cent shall be discarded

C2.1.15 The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the Standard Specifications. Item numbers prefixed by the letter B refer to payment items described under Part B of the Project Specifications, those with C to payment items described under Part C, and so on for further parts of the project specifications.

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WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY

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**BID NO: WMM LM 00069**

**V. DRAIN CONCRETE, BASE REPAIR, SURFACE RESTORATION PATCHING AND REPAIRING EDDGE BREAKS**

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WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY

BID NO: WMM LM 0006

**V. DRAIN CONCRETE, BASE REPAIR, SURFACE RESTORATION PATCHING AND REPAIRING EDGE BREAKS**

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CONTRACT  
PART 3 (OF 4) : SCOPE OF WORKS

**ITEM**

C3.1 DESCRIPTION OF THE WORKS

C3.2 ENGINEERING

C3.3 PROCUREMENT

C3.4 CONSTRUCTION

C3.5 MANAGEMENT

WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY

BID NO: WMM LM 00069

**V. DRAIN CONCRETE, BASE REPAIR, SURFACE RESTORATION PATCHING AND REPAIRING EDDGE BREAKS**

## **PART C3.1: DESCRIPTION OF THE WORKS**

### **C3.1.1 Employers Objectives**

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THIS PROJECT FORMS PART OF THE OVERALL DEVELOPMENT OF INFRASTRUCTURE WITHIN THE MUNICIPALITY'S BOUNDARIES.

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### **C3.1.2 Overview of the Works**

The contract comprises the construction of road works for the alterations to the existing Stormwater drainage at Winnie Madikizela Mandela Local Municipality.

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

### **C3.1.3 Extent of the Works**

The work to be executed under this contract includes, inter alia, for the supply of all prescribed materials, the plant and labour involved for the alterations of the following, and not limited to the same:

- Alterations
- Waterproofing
- Ceilings
- Floor Coverings
- Ironmongery
- Plastering
- Tiling
- Paintwork

**C3.1.4 Location of the Works**

The site is located in Ward 01 of Winnie Madikizela Mandela Local Municipality in Eastern Cape Province.

**C3.1.5 Labour Intensive Construction**

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

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

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

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

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

- i. Clearing and grubbing of the Site;
- ii. Excavation for foundation trenches not exceeding 1,5 m deep;
- iii. Bedding, selected fill, backfilling and compaction of all pipe trenches irrespective of depth, but assisted by mechanical compaction equipment in order to achieve the specified densities;
- iv. Transportation and spoiling of all trench materials, where the disposal site is located within 20 metres of source;
- v. Cleaning and tidying up of the Site;
- vi. Construction of all brickworks required for structures;
- vii. Mixing and placing of concrete work;

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

**C3.1.6 Sub-Contracting**

C3.1.6.1 Contractor shall appoint such authorities and/or specialist subcontractors and suppliers as may be designated or nominated by the Employer or the Engineer.

C3.1.6.2 The Contractor shall sub-let to local small sub-contractors' appropriate portions of the works that are designated in Clause C3.1.5 as being reserved for labour intensive construction methods.

C3.1.4.3 As required by Clause 6(4) of the Conditions of Contract, the Contractor shall be responsible for all work carried out by sub-contractors (whether nominated by the Employer or selected by the Contractor) on his behalf. The Engineer will not liaise directly with any such sub-contractor, nor will he become involved in any problems and/or disputes related to payments, programming, workmanship, etc, unless provided for in the Conditions of Contract. Such problems and/or disputes shall remain the sole concern of the Contractor and his sub-contractors.

C3.1.4.4 The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, and provided always that the Contractor has complied fully and in all respects with the provisions of the Contract pertaining to subletting to local subcontractors or has utilised his best endeavors to comply therewith, authorize in writing that the Contractor may employ local residents with the sole intent of executing on-the-job training of such local residents to suitable levels of skill that will enable the Contractor to sub-let appropriate portions of the Works to such local residents.

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

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

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

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

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

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

### **C3.1.7 Construction And Management Requirements**

#### **C3.1.7.1 General**

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

Certain aspects however require further attention as described hereafter.

#### **C3.1.7.2 Quality Assurance (QA) *(Read with SANS 1921 - 1: 2004 clause 4.4)***

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

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

#### **C3.1.7.3 Management and disposal of water *(Read with SANS 1921 - 1: 2004 clause 4:6)***

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

#### **C3.1.7.4 Disposal of spoil or surplus material *(Read with SANS 1921 - 1: 2004 clause 4.10)***

The Contractor shall dispose all surplus and unsuitable material in the designated spoil areas.

#### **C3.1.7.6 Testing *(Read with SANS 1921 - 1: 2004 clause 4.11)***

##### **Process control**

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

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

##### **Acceptance control**

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

but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

**C3.1.7.7 Survey beacons** (*Read with SANS 1921- 1:2004 clause 4.15*)

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

**C3.1.7.8 Existing Services** (*Read with SANS 1921 - 1:2004 clause 4.17*)

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

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

**C3.1.8 Programme to be supplied by the Contractor**

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

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

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

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

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

If the programme has to be revised by reason of the contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time in order to ensure completion of the Works within the time of completion as defined in Clause 53 of the General Conditions of Contract or any granted extension of time. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by providing more labour and plant on site, or by using the available labour and plant in a more efficient manner.

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

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

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

**C3.1.9 Overhaul**

Overhaul shall only be paid for material obtained from the designated borrow pit.

**C3.1.10 Site Facilities Available**

**C3.1.10.1 Location of Site and Depot**

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

**(a) Contractor's Camp Site/Store Yard**

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

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

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

attention should be directed to these requirements and written clearances from the relevant Departments or other owners will be required.

### **C3.1.10.2 Source of Water Supply**

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

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

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

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

### **C3.1.10.4 Accommodation of Employees**

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

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

No informal housing or squatting will be allowed.

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

### **C3.1.11 Features Requiring Special Attention**

#### **C3.1.11.1 Built-up Areas**

The Contractor's attention is drawn to the fact that the Works will be constructed within built-up areas. The Contractor shall exercise all necessary precautions and take all necessary steps to

ensure the safety and convenience of the public. In addition, the Contractor shall provide access for traffic over and through the works, and for residents to their places of abode, all as described in the Specifications: Allowance must be made by the Contractor in his programming for delays resulting from the aforesaid.

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

**C3.1.11.3 Protection of Buildings and Structures**

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

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

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

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

**C3.1.11.4 Care of the Site**

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

**C3.1.11.5 Control of Water**

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

**C3.1.12 Management of the environment**

The Contractor shall pay special attention to the following:

(a) Natural Vegetation

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

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

(b) Fires

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

**C3.1.13 Community Liaison And Community Relations**

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

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

Where any resolution during such negotiations or at such meetings shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect thereto without a prior written instruction from the Engineer. Where the Contractor is of the opinion that any instruction of the Engineer issued in terms of this clause will result in the incurring of additional costs which were not provided for in his tendered rates and prices and/or that a delay in the progress of the Works will result, he shall be entitled to submit a claim in terms of Clause 48 of the Conditions of Contract, provided always that the period of twenty-eight (28) days referred to in Clause 48 shall be reduced to three (3) normal working days in respect of all claims submitted in terms of this clause.

**C3.1.14 Workmanship And Quality Control**

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

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

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

### **C3.1.15 Samples**

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

### **C3.1.16 Notices, Signs, Barricades And Advertisements**

Notices, signs and barricades (required in terms of Clause 33 of the Conditions of Contract) as well as advertisements may only be erected where approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

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

### **C3.1.17 Requirements For Accommodation Of Traffic**

#### **General**

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

Accommodation of traffic, where applicable shall comply with SANS 192i-2: 2004: Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor shall obtain this specification from Standards South Africa if accommodation of traffic will be involved on any part of the construction works.

#### **Basic Requirements**

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

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

Failure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Engineer to suspend the work until the road signs, etc, have been repaired to his satisfaction.

The Contractor may not commence constructional activities affecting existing roads before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

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

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

**C3.1.18 Open Trenches**

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

**C.3.1.19 Statutory Regulations**

The statutory requirement of the Occupational Health and Safety Act, Act 85 of 1993 (referred to as the Act below), and all regulations promulgated there under as well as the other relevant acts must be adhered to by the Contractor, with specific reference to the safety of all employees and the public, irrespective of whether such employees are employed by the Contractor or by his subcontractors (including local subcontractors).

The Contractor, in entering into this Contract, hereby agrees with the Employer in terms of Section 37(2) of the Act, that the Contractor as an employer in its own right and in its capacity as Contractor for the execution of the Works, shall have certain obligations and that the following arrangement shall apply between the Contractor and the Employer to ensure compliance by the Contractor with the provisions of the Act, namely:-

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

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

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

**C3.1.20 Safety**

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

- (a) The Principal Contractor must do a Risk assessment and compile an OHS Plan to be evaluated and approved by the Safety Agent prior to commencement of Construction.
- (c) The Contractor must ensure that regular safety meetings be held, and that the minutes of such meetings be kept in a Safety File, which must be available on site at all, times.
- (d) 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;
- (e) 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;
- (f) 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;
- (g) "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;
- (h) Full compliance with all other requirements pertaining to safety as may be specified in the Contract (Also refer to Notice to Tenderers).

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

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

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

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

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

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

**C3.1.21 Safety Officer**

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

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

**C3.1.22 Source of Material**

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

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

A designated borrow pit shall be available for sourcing of the sub-base and base material required for the project. The borrow pit is located on P602. The contractor shall only use material from this designated borrow pit and specific location of further excavation within the borrow pit shall be indicated by the engineer.

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## **PART C3.2: ENGINEERING**

### **C3.2.1 Design**

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

### **C3.2.2 Employer's Design**

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

### **C3.2.3 Drawings**

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

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

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

The drawings listed below are attached in order to give an overview of the project.

<b>Drawing No</b>	<b>Title</b>
	Stormwater details
	Sidewalk details

Additional construction drawings will, in terms of Clause 13 of the General Conditions of Contract (2010), be issued to the Contractor by the Engineer/Employer on the commencement date and from time to time as required."

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**PART C3.3: PROCUREMENT**

**C3.3.1 Procurement Policy**

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

**C3.3.2 Restriction of the Utilization of Personnel in the Permanent Employment of the Contractor**

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

Without derogating from the Contractor's obligations to complete the Works within the specified time for completion in terms of clause 42(1) of GCC 2010, the numbers in each category of the Contractor's key personnel, as stated by the Contractor in Section T2 of this document, will be strictly controlled during the contract period and any increase in numbers will be subject to the prior approval of the Employer.

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

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

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

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

### **C3.3.3 Provision of Temporary Workforce for the Contract**

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

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

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

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

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

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

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

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

- The minimum agreed wage rate per hour in respect of labourers;
- The agreed pay rate per unit of production where applicable;
- UIF and WCA payments;
- Minimum working hours per day;
- Start and end times of a daily shift;
- Lunch break times;
- Company policy regarding:
- Rain time
- Sickness and absenteeism - Disciplinary matters
- Grievances
- Method and frequency of payment;
- Work clothes and safety equipment to be issued
- Labour Desk

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**PART C3.4: CONSTRUCTION**

**C3.4.1 Standard Specifications**

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

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

**SABS 1200**

- AB ENGINEER'S OFFICE
- C SITE CLEARANCE
- DA - EARTHWORKS (SMALL WORKS)
- DB - EARTHWORKS (PIPE TRENCHES)
- DM EARTHWORKS (ROAD, SUB-GRADE)
- G - CONCRETE (STRUCTURAL)
- GB - CONCRETE (ORDINARY BUILDINGS)
- H STRUCTURAL STEELWORK
- HA - STRUCTURAL STEELWORK (SUNDRY ITEMS)
- HB - CLADDING AND SHEETING
- LB - BEDDING (PIPES)
- M - ROADS (GENERAL)
- ME - SUBBASE
- MF - BASE

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

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

**C3.4.2 Variations and Additions to Standard and Particular Specifications**

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

The various documents listed in section C3.4.1 shall be treated as mutually explanatory. However, should any requirement of section C3.4.2 conflict with any requirement of the Standardised Specifications or with any requirement of the Particular Specifications, then the requirement of section C3.4.2 shall prevail.

**C3.4.3 EPWP labour intensive specification**

**C3.4.3.1 Labour intensive competencies of supervisory and management staff**

Contractors having a CIDB contractor grading designation of 4GB and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 1,

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

**Table1. Skills programme for supervisory and management staff**

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

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

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

1. Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
2. The rate of pay set for the SPWP is R 55 per task or per day.
3. Tasks established by the contractor must be such that:
  - a) The average worker completes 5 tasks per week in 40 hours or less; and,
  - b) The weakest worker completes 5 tasks per week in 55 hours or less.
4. The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of C3.4.3.2.1.3.
5. The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
  - a) where the head of the household has less than a primary school education;
  - b) that has less than one full time person earning an income;
  - c) where subsistence agriculture is the source of income.
  - d) those who are not in receipt of any social security pension income.
5. The Contractor shall be endeavor to ensure that the expenditure on the employment of temporary workers is in the following proportions;
  - a) 60% women;
  - b) 20% youth who are between the ages of 18 and 25; and
  - c) 2% on persons with disabilities.

**C3.4.3.3 Requirements for the sourcing and engagement of labour.**

**1. Definitions**

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

**2. Contract Participation goals**

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

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

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

**C3.4.3.5 Variation to SANS 1914-5**

1. The definition for net amount shall be amended as follows:  
Financial value of the contract upon completion, exclusive of any value added tax or sales tax, which the law requires the employer to pay the contractor.
2. The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour
3. The Contractor shall provide all the necessary on-the-job training to the targeted labour to enable such labour to master the basic work techniques required to under take the work in accordance with the requirements of the contract in a manner that does not compromise worker health And safety.
4. The cost of the formal training of targeted labour will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.
5. The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.
6. The contractor shall do nothing to dissuade targeted labour from participating in training programmes.
7. An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of C3.4.3.6.2 above.
8. Proof of compliance with the requirements of items above must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

9.

**C3.4.5 PROJECT SPECIFICATION**

**VARIATIONS AND ADDITIONS TO STANDARD SPECIFICATIONS**

**SABS 1200 A: GENERAL**

**PSA 1 QUALITY OF MATERIALS (Sub clause 3.1)**

*Add the following:*

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

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

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

*Add the following to the provisions of Clause 4.2.*

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

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

**PSA 3 SETTING OUT OF THE WORKS (Clause 5.1.1)**

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

*Add the following:*

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

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

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

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

*Add the following provisions of Clause 5.4, 1*

**PSA 5.1 Location of existing services**

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

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

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

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

**PSA 6 TOLERANCES**

**PSA 6.1 General (New subclause 6.4)**

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

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

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

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

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

**PSA 7 MEASUREMENT AND PAYMENT**

**PSA 7.1 Contractual Requirements (sub clause 8.3.1)**

*Add to sub-clause 8.3.1:*

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

**PSA 7.2 Contractual Requirements (sub clause 8.4.1)**

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

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

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

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

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

**PSA 7.3 Adjusted Payment for Time-Related Items**

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

Sum of Tendered amounts for Time Related Items x Extension of Time authorised by variation order / Tender contract period

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

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

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

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

**PSA 7.4 Compliance with OHS Act and Regulations**

*(Including The Construction Regulations 2003) unit: sum*

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

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

**SABS 1200 AB: ENGINEER'S OFFICE**

**PSAB 1 NAMEBOARDS (Clause 3.1)**

*Substitute the first paragraph of Clause 3.1 with the following:*

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

**PSAB 2 SURVEY ASSISTANTS (Clause 5.5)**

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

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

**PSAB 3 SURVEY EQUIPMENT**

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

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

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

**PSAB 4 MEASUREMENT AND PAYMENT**

**PSAB 4.1 Survey Assistant (New Clause)**

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

**SABS 1200 C: SITE CLEARANCE**

**PSC 1 SCOPE (Clause 1.1)**

*Add the following:*

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

**PSC 2 MATERIALS**

Disposal of Material (Subclause 3.1)

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

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

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

**PSC 3 MEASUREMENT AND PAYMENT**

**PSC3.1 Clear And Grub (sub - clause 8.2.1)**

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

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

**PSC3.2 Take Down Existing Fences And Re-Erect On Completion**

**(Sub clause 8.2.5)** unit: m

The tendered rate shall cover the cost of taking down the precast fences, of palisade type and stacking all materials on site and the cost of loading, transporting and offloading such material and the re-erection of the fences after completion of the works.

**PSC3.3 Removal Of Brickwork, Reinforced And Unreinforced Concrete**

**(New Clause)**

unit: m<sup>3</sup>

Separate items are scheduled. Measurement shall be net in place before removal. The rates shall cover the cost of complete demolition, all necessary excavation and associated works and disposal as per PSC 3.1.

**PSC 3.4 Dismantle and Remove pipelines and manholes not encased in concrete New Clause)**

The work involves the removal and disposal of the abandoned existing sewer and stormwater lines. Separate items have been scheduled for demolition for:

(a) Excavate, backfill and compacting in all materials

unit:m<sup>3</sup>

(b) Uplifting and disposing of pipes and fittings

(i) 110 and 160 diameter PVC pipes

unit: m

(ii) 300 to 450 diameter concrete pipes

unit: m

Payment for removal of manholes shall be paid under demolishing of brickwork and or reinforced/unreinforced concrete.

The tendered rates for items (a), and (b), above shall cover as applicable, the costs of upliftment, or demolishing, all necessary excavations, backfilling, compacting and all other costs associated with the works.

**PSC 3.5 Removal of Existing Pipe Culverts (New Clause)**

Separate items have been scheduled for demolition of existing headwalls to spoil and removal of pipe culverts, if deemed necessary by the Engineer, to stockpile. The tendered rates shall cover the cost associated with the removal to stockpile of existing pipe culverts and demolition of the existing stone masonry headwalls.

**SABS 1200 DA: EARTHWORKS (SMALL WORKS)**

**SDA 1 CLASSIFICATION FOR EXCAVATION PURPOSES (Clause 3.1)**

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

**SDA 1.1 Method of Classifying**

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

**ISDA 1.2 Classes of Excavation**

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

(a) Soft Excavation

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

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

(c) Hard rock excavation

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

This classification includes materials such as:

- solid unfractured rock occurring in bulk
- solid ledges thicker than 200mm
- igneous rock intrusions
- cemented sedimentary rocks.

**PSDA2 CONSTRUCTION**

**PSDA2.1 Conservation Of Topsoil (5.2.1.2)**

*Add the following to Subclause 5.2.1.2:*

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

**PSDA 3 MEASUREMENT AND PAYMENT**

**PSDA 3.1 Working of borrow pits (new item)**

**a) Removal of topsoil to stockpile unit:m<sup>3</sup>**

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

**b) Excess overburden**

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

**c) Finishing of borrow area in**

i) Hard rock material unit: m<sup>2</sup>

ii) Soft material unit: m<sup>2</sup>

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

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

**SABS 1200**

**EARTHWORKS (PIPE TRENCHES)**

**SADB 1**

**CLASSES OF EXCAVATION (Clause 3.1)**

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

**SABS 1200 G: CONCRETE (STRUCTURAL)**

**PSG 1 MATERIALS**

**PSG 1.1 Applicable Specifications (3.2.1)**

Add the following:

All cement types shall comply with the requirements of SABS ENV 197-1  
For this contract only OPC CEM I, Class 42.5, cement shall be used.

**PSG 1.2 CEMENT (3.2.1 and 3.2.2)**

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

**PSG2 PLANT**

**PSG 2.1 Ties (4.5.3)**

Add the following:

Permanent metal ties shall have a minimum concrete cover of 40mm after formwork has been removed.

Tie holes shall be filled with "Durabed " grout supplied by ABE or similar approved. The product shall be prepared to a non-slump consistency, but where no cracking occurs when pressed into a firm ball. Trial mixes shall be made to arrive at the required working consistency.

**PSG 3 CONSTRUCTION**

**PSG 3.1 Fixing (5.1.2)**

The welding and the use of heat in cutting high tensile deformed bars (Y bars) shall not be permitted without the approval of the Engineer.

**PSG 3.2 Cover (5.1.3)**

The reinforcement shall be fixed with the minimum cover as specified on the drawings.

In the case of walls, columns, roof slabs, the minimum specified cover should be attained by one of the following methods, or as approved by the Engineer.

- (1) by using "cover block" manufactured from dense, strong cement/sand formed in a block with wire ties, cured under water for a minimum period of 7 days.
- (2) by the use of plastic spacers, set in an orientation so that no pockets pf air can be trapped beneath them during vibration of the concrete.

**1SG 4 FORMWORK**

**PSG 4.1 Design Of Forms**

- (i) Forms shall conform accurately to the shape, lines, levels and dimensions of the concrete as shown on the drawings.
- (ii) The design of formwork and supports shall be the responsibility of the Contractor.
- (iii) Forms shall be designed as to support their mass, the load exerted by wet concrete and the vibration, construction or other loads that they may be subjected.
- (iv) All timber shall be free from holes, loose knots, cracks, splits, warps or other defects likely to affect the strength or appearance of the finished structures.
- (v) Wedges and clamps shall be used in preference to nails for securing the form components and wire ties or tie bolts in reinforced concrete, and must be capable of removal after use, except as otherwise specified.

**PSG 4.2 Classification of Finishes (5.2.1)**

Notwithstanding Sub-clause 5.2.1, finishes shall be classified as rough or smooth, as follows:

(a) Rough

Concealed surfaces and surfaces more than 200mm below final ground level

(b) Smooth

All surfaces not classified as "rough" in paragraph (a) shall be classified as "smooth". All exposed areas, unless other indicated, shall be chamfered 20mm x 20mm by means of a fillet fixed to the formwork.

**PSG4.3 Removal of Formwork (5.2.5)**

Add the following:

Removal of forms shall be determined by means of cubes cast with the concrete and cured in accordance with S.A.B.S. 863. The removal shall be carried out under the personal supervision of the Foreman, only after the permission of the Engineer has been obtained and in such a manner that the concrete is not jarred, vibrated or otherwise damaged.

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Where test cubes to determine stripping times are not made, the minimum periods which shall elapse between the time of the placing of the concrete and the time of removal of the forms, shall otherwise agreed with the Engineer, be in accordance with the table hereunder, where each day covers a full 24 hour period.

Delete Table 2 and replace with the following:

**Minimum strippingTimes in Days**

	CEM I	CEM I	CEM II	CEM II	CEM III	CEM III
Type of structural Member of Formwork	Normal Weather (Above 15°C)*	Cold weather (Below 5°C)*	Normal Weather (Above 15°C)*	Cold weather (Below 5°C)*	Normal Weather (Above 15°C)*	Cold weather (Below 5°C)*
Beam sides, wall or unloaded cols	1	2	2	4	2	6
Slabs, with props left underneath	4	7	5	8	6	10
Beam soffits. Props left underneath	7	12	8	14	10	17
Removal of Slab Props	10	17	10	17	12	21
Removal of beam Props	14	21	14	21	18	28

- \* Average daily temperature of the atmosphere adjacent to the concrete as measured by a maximum and minimum thermometer.

**PSG 5 CONCRETE**

**PSG 5.1 General (5.5.1.1)**

Concrete shall comply with the requirements for strength concrete. (See clause 5.5.1.7)

The maximum cement content for all grades of concrete shall not exceed 450kg per M<sup>3</sup> without the permission of the Engineer

**PSG 5.2 Sample and Trial Concrete mixes**

The concrete mixes for the grade of strength shall be designed by an approved design laboratory. The Contractor at his own cost shall supply to the laboratory samples of the cement and aggregate he proposes to use for the works. The proposed slumps and proportions of the materials to be used for each grade of concrete shall be submitted to the Engineer for his approval.

No structural concrete shall be placed on the job until the Contractor has satisfied the Engineer as to the suitability of the mixes concerned.

**SABS 1200 GB: CONCRETE (ORDINARY BUILDINGS)**

**PSGB 1 SCOPE (Clause 1.1)**

This section includes specifications for various aspects of concrete referred to in other sections of the standard specifications as well as the construction of cement screeds and waterproofing of concrete roof slabs.

**1SGB 2.1 WATERPROOFING**

Waterproofing materials shall be transported, handled and stored with care and laid strictly in accordance with the manufacturer's instruction. A clean, dry, smooth, firm and structurally adequate base with a fall of at least 1 in 50 (depending on the material selected) is required with drainage to gutters and/or rainwater outlets on roof edges, as relevant. Attention shall be given to the detailed design of openings, projections, gutters, down pipes and finishes to make adequate provision for run-off water and to minimize blockages

Corners and edges shall be covered or angle-rounded. Run-off over the edges of slabs shall be eliminated as this causes stains to the building. Fillets of 75 x 75 mm shall be provided at upstand corners.

The necessary gradient for waterproof membranes are normally provided on top of structures in low-density screeds and then finished, if necessary, with a cement/mortar topping.

**PSGB 2.2 CEMENT SCREEDS**

**CEMENT**

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

Mechanised plant e.g. scabblers or abrasive blasters must be used for complete removal of all laitance from the existing surface of the floor slab. Dust pollution should be kept to a minimum during these operations. Once the coarse aggregate of the slab is exposed, all dust and debris should be removed, surface thoroughly wetted and maintained for approximately 12 hours. A bond coat (1:1 mix of cement and fine sand) should be spread evenly over the surface using a stiff fibre brush. The screed must be laid and compacted in 1 layer.

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Screeds and toppings shall be of sufficient quality to provide a firm base. The following screed characteristics are suggested for waterproofing purposes:

- (a) Compressive strength of at least 25Mpa at 28 days;
- (b) Steel-trowel finish (light);
- (c) Drying shrinkage of less than 0.2% when tested in accordance with the testing conditions specified in SABS 836;
- (d) Minimum screed thickness of 40mm;
- (e) Maximum moisture content of screeds:
  - (i) Applications with a density of less than 500 kg/m<sup>3</sup> : 10%
  - (ii) Applications with a density exceeding 500 kg/ m<sup>3</sup>; 7%

The screed should be cast or sawn into panels that do not exceed 9m<sup>2</sup> to cater for drying shrinkage and to control cracking.

**PSGB 3 MEASUREMENT AND PAYMENT**

**PSGB 3.1 Cement Screeds for:**

- (a) 25mm screed on floors unit: m<sup>2</sup>
- (b) 25mm screed on roof slabs unit: m<sup>2</sup>

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The unit of measurement shall be the square metre of exposed surfaces to be screed.

The tendered rate shall include all costs for supplying, delivering, storing on site, handling, etc of the materials necessary for the screed, including mixing and laying of screeds currents and falls and forming of sundry items such as fillets, etc complete. The tendered rate shall also cover the cost for forming of screeds around outlets, waste and of all scaffolding, temporary supports, hoisting facilities, etc.

**PSGB 3.2 Waterproofing of roof slabs with Derbigum or similar approved**      unit: m<sup>2</sup>

The unit of measurement shall be the square metre of the horizontal and vertical surfaces of waterproofing to the approval of the Engineers. All turn-ups and turndowns will be deemed to be included in the area measured for the waterproofing and will not be paid for separately.

The tendered rate shall include all costs for supplying, delivering, storing on site, handling, moving, installing and fixing the waterproofing system complete with all necessary sundry items, such as flashing strips, dressing waterproofing around pipes and into outlets and channels. The tendered rate shall also cover the cost of cutting and waste and for scaffolding, hoisting facilities, etc.

**SABS 1200 LB BEDDING (PIPES)**

**SABS 1 SCOPE (Clause 1.1)**

This section includes bedding for water pipelines.

**SABS 2 BEDDING MATERIALS (Clause 3,4.1)**

**PSLB 2.1 Source of material**

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

**PSLB 2.2 Selective excavation for bedding materials**

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

**PSLB 3 CRUSHED STONE BEDDING (New clause)**

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

**PSLB 4 FREEHAUL (Clause 8.1.6)**

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

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**PART C3.5: PARTICULAR SPECIFICATIONS**

**PSAA: BRICKWORK I BRICKWORK**

**PSAA 1 SCOPE**

This specification covers the brickwork I brickwork and related ancillary items necessary for the construction of the proposed guard hut, the storage shed, the Septic tank and as well as the waterproofing of walls and floors.

**PSAA 2 GENERAL STANDARD SPECIFICATIONS**

The latest edition, including all amendments up to date of tender of the following specifications, publications and codes of practice shall be read in conjunction with this specification and shall be deemed to form part thereof. All other relevant and applicable SABS regulations are also to be considered as minimum requirements, and in particular SABS 0400; The Application of the National Building Regulations.

**PSAA 3 MATERIALS**

**PSAA 3.1 Block work / Brickwork**

The hollow blocks are to be of good quality (SABS approved) blocks of even shape and sizes, free from chips, cracks and other defects. The blocks are to be moulded from a cement base and shall be of uniform shape, size and colour.

**PSAA 3.2 Brickwork**

The bricks generally are to be good quality (S.A.B.S approved) of even shape and sizes.

The face brick shall be (S.A.B.S approved) good quality face bricks, free from chips, cracks, other defects and shall be of uniform shape, size and colour.

All non-structural brickwork to have a minimum crushing strength of 7Mpa. All load-bearing brickwork to have a minimum crushing strength of 14Mpa.

**PSAA 4 PLASTERING**

**PSAA 4.1 General**

All plaster shall comply with the requirements of SABS 523 and section 14 of OW 371. All plastering shall be painted in accordance with the Particular Specification PSCC

**PSAA 4.2 Plastering of Wet Areas**

Only approved ready-mixed or pre-mixed bagged plaster mortar with 10 MPa compressive strength or equivalent may be used for plastering. Mix a liquid waterproofing admixture in a dilution of one part by volume with ten parts by volume of clean water. The diluted admixture is added to the appropriate dry cement/sand mixture. The mortar shall be produced in such quantities that will be used within one hour after mixing. The finished plasterwork shall be of an even and smooth trowelled surface finish.

**PSAA 4.3 External Plastering**

Only approved ready-mix or pre-mixed bagged plaster mortar with 5 MPa compressive strength or equivalent may be used for plastering. The Contractor shall submit the design mix with the volume of the water to be added to the mortar mix for approval by the Engineer. An approved bonding agent must be added to the mortar mix.

The mortar shall be produced in quantities that will be used within one hour after mixing. Care shall be taken not to mix old mortar into any new batch.

The finished plasterwork shall be made even and smooth by means of a wooden trowel (surface finish with rounded edges at sharp corners) to the satisfaction of the Engineer. The plasterwork shall be cured for seven days by any approved method to prevent loss of moisture.

**PSAA 4.4 Internal Plastering**

The surface of internal plaster shall be steel trowelled to a smooth, even and true finish. External plaster shall be finished to a true and even surface with a wood float. All plaster surfaces shall be free from blemishes, cracks, blisters or other defects. Plaster shall turn into reveals and soffits of openings and all angles shall be true and straight with salient angles slightly rounded.

Plastering of a surface shall be executed in one operation, as no joint marks will be allowed. Plaster on walls shall not be less than 12 mm or more than 20mm thick and plaster on concrete shall be not less than 10mm or more than 15mm thick, except where specifically specified otherwise.

**PSAA 5 Damp proofing of Walls and Floors**

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Surfaces to be waterproofed are to be dry and cleaned of all dust, chips etc.,. Immediately prior to the commencement of this work and are to be free of any containing substances or projections, which may damage the waterproofing materials being used.

All polyethylene sheeting is to comply with SABS Specification 952 and bear the SABS mark. The sheeting is to be laid with a minimum lap of 150mm, unless otherwise specified, at angles and junctions with laps sealed in accordance with the manufacturers instructions.

**PSAA 6 MEASUREMENT OF PAYMENT**

**PSAA 6.1 Block work/ Brickwork**

Supply, lay and bed Brickwork of SABS approved blocks in-4:1 cement mortar for:

- |                                             |                      |
|---------------------------------------------|----------------------|
| (a) 190 brickwork                           | unit: m <sup>2</sup> |
| (b) 140 brickwork                           | unit: m <sup>2</sup> |
| (c) 140 wide blockforce built horizontally  | unit: m              |
| (d) 190 wide blockforce built horizontally  | unit: m              |
| (e) 230 Brickwork                           | unit: m <sup>2</sup> |
| (f) 110 Brickwork built horizontally        | unit: m              |
| (g) 230 Brickforce built horizontally       | unit: m              |
| (h) supply and install terracotta airbricks | unit: no             |

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The tendered rates for items (a) and (b) shall include for all square cutting and for setting out to form rebates, recesses, reveals etc but exclude plastering which shall be paid under item PSAA 6.2

The tendered rates for items (c), (d),(e), (f) and (g) shall include for the supply and installation complete.

**PSAA 6.2 Brickwork Sundries**

- (a) 12mm cement Plaster for internal and external brickwork unit: m<sup>2</sup>
- (b) Supply and install Blocks lintols for:
- (i) 110 brickwork unit: m
  - (ii) 140 brickwork unit: m

The tendered rate for item (a) shall include for all surface preparation and plastering to the required tolerance and specifications but exclude painting which shall be paid for under Particular Specification PSCC.

The tendered rates for items (b)(i) and (ii) shall include for the supply and installation of the brickwork complete.

**PSAA 6.3 Damp proofing of Walls and Floors**

All waterproofing underlays are to conform to SABS Type C and are to be laid with all sides and ends as recommended by the manufacturers

- (a) One layer of 250 micron "Gunplus USB green' waterproofing sheeting under surface bed
- (b) One layer of 375 micron "Blockgrip DPC" plastic in walls

The tendered rates for sheet waterproofing materials are to include for all dressing, bending, narrow widths, angles, intersections, cutting and waste and where applicable for the extra material required for lapping and for sealing laps as described. Rates for roofing described as laid on "flat" roofs are to include for laying to slopes not exceeding 10 degrees from the horizontal.

**PSBB PLUMBING AND DRAINAGE INSTALLATIONS**

**PBSS PLUMBING AND DRAINAGE INSTALLATIONS**

**PSBB 01 SCOPE**

This specification covers the general installation of new plumbing and drainage installations, which include the following:

- (a) Soil and wastewater drainage systems, Septic tank construction
- (b) Domestic water distribution and reticulation systems
- (c) Sanitary and brassware equipment

**PSBB 02 GENERAL STANDARD SPECIFICATIONS**

The latest edition, including all amendments up to date of tender of the following specifications, publications and codes of practice shall be read in conjunction with this specification and shall be deemed to form part thereof. All other relevant and applicable SABS regulations are also to be considered as minimum requirements, and in particular SABS 0400: The Application of the National Building Regulations.

- SABS 1200 DB - Earthworks (pipe trenches)
- SABS 1200 LB - Bedding (pipes)
- SABS 1200 LD - Sewers
- SABS 0252. Part 1 - Water supply installations for buildings
- SABS 0252. Part 2 - Drainage installations for building

**PSBB 03 NEW INSTALLATIONS**

**PSBB 03.1 GENERAL**

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- (a) All materials and equipment supplied and installed shall be new, high quality and designed and manufactured to the relevant specifications and suitable for providing efficient, reliable and trouble-free service.
- (b) All equipment, component parts, fittings and materials supplied and/or installed, shall conform in respect of quality, manufacture, test and performance to the requirements of the applicable current SABS specifications and codes, except where otherwise specified or approved by the Engineer in writing.
- (c) All materials and workmanship which, in the opinion of the Engineer, are inferior to that specified for the work will be condemned. All condemned material and workmanship shall be replaced or rectified as directed and approved by the Engineer.
- (d) The Contractor shall submit a detailed list of the equipment and material to be used to the Engineer for approval before placing orders or commencing installation.
- (e) All new piping shall be installed and positioned such as to not impede on access routes, entrances and other services. The Contractor shall coordinate these new pipe routes taking other services and equipment into account.
- (f) All control equipment and serviceable items shall be installed and positioned such that they will be easily accessible and maintainable.
- (g) The Contractor shall make sure that all safety regulations and measures are applied and enforced during the repair and maintenance work to ensure the safety of the public and the User Client.

**PSBB 03.2 FRENCH DRAIN**

The details of the French drain are shown on the relevant drawings.

The pipe to be used would be a 160 diameter PVC perforated pipe, laid with a minimum fall of 1:100 and jointed strictly in accordance with the Manufacturer's instructions.

- (a) Geotextife will be as specified in Clause 3 of SABS 1200 LE Stormwater Drainage and shall be needle-punched Grade E (160 gln<sup>2</sup>), or equivalent approved products.

Geotextile will be wrapped around the stone which surrounds the pipe (as shown on the drawings), with a minimum overlap of 200mm, and will be fastened in such a way that it remains correctly wrapped after the sand backfill is placed.

(b) Sand backfill to subsoil drains will consist of sand conforming to Table 1 of SABS 1083, compacted to 100% AASHTO maximum density.

(b) Stone surround to the subsoil pipe shall consist of 19.0mm coarse aggregate.

The stone and backfill will be placed as specified in the applicable sections of SABS 1200 DB Earthworks (Pipe Trenches).

### **PSBB 3.3 SANITARY AND BRASSWARE**

All sanitary and brassware equipment shall be as per the bill of quantities replaced with equal specification or of an approved alternative. These shall be installed strictly to the manufacturer's specifications.

### **PSBB 3.4 DOMESTIC WATER DISTRIBUTION**

The installation of copper and polycop piping systems shall be done in accordance with the manufacturers code of practice and all relevant codes, standards and regulations.

Where dissimilar metals are joined, dielectric or isolating couplings shall be used. This is not required where copper and brass dezincified alloys join.

Copper pipes shall be of the hard drawn type Class 0 in accordance with SABS 460 and shall be joined by means of capillary soldered type fittings. No compression type fittings shall be allowed unless otherwise specified.

**PSBB 4 MEASUREMENT AND PAYMENT**

**PSBB 4.1 SANITARYWARE**

Supply and install the following:

- |     |                                                         |          |
|-----|---------------------------------------------------------|----------|
| (a) | Vitreous China WHB (510 x 405)                          | unit: No |
| (b) | Vitreous China Water Closets                            | unit: No |
| (c) | Pan and Cistern toilet set, including seat (ELF system) | unit: No |
| (d) | 1900 x 1900 x 1200 high stainless steel Urinal          | unit: No |
| (e) | Single bowl, Stainless steel WHS                        | unit: No |
| (f) | Double bowl, stainless steel WHB                        | unit: No |
| (g) | Toilet Roll Dispenser (ceramic)                         | unit: No |
| (h) | 300 x 300 mirrors                                       | unit: No |

The tendered rate shall allow full compensation for the supply and installation of the new sanitary ware, excluding ancillary fitting, which are measured separately.

**PSBB 4.2 ANCILLARIES**

Supply and install the following:

- |     |                               |                 |
|-----|-------------------------------|-----------------|
| (a) | 50mm .J 90 deg. Bend          | unit: No        |
| (b) | 40mm J uPVC "s" trap          | unit: No        |
| (c) | 50mm -J uPVC waste pipe       | unit: No        |
| (d) | Chromium plated taps for WHB  | unit: No        |
| (e) | 110mm 'pan connector          | unit: No        |
| (f) | 110mm J all vent cowl         | unit: No        |
| (g) | Miscellaneous Brass fittings  | unit: Prov. sum |
| (h) | Miscellaneous Copper fittings | unit: Prov. sum |

**PSBB 4.3 DOMESTIC WATER DISTRIBUTION**

Supply, excavate, bed, lay and test the following pressure pipes and fittings:

- |     |                                  |                 |
|-----|----------------------------------|-----------------|
| (a) | 15mmra glass 1 copper pipes      | unit: m         |
| (b) | 22mmo polycop plastic pipes/HDPE | unit: m         |
| (c) | Miscellaneous fitting            | unit: Prov. sum |

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The tendered rate shall allow full compensation for removal of damaged/ leaking sections of piping, supply and installation of new piping complete.

**PSBB 4.4 Construct new French drain, complete as per details on drawing no. (Average depth of 1.000m) unit: m**

The tendered rate shall include full compensation for the supply and installation of the perforated pipe and geotextile and placing of the stone surround as specified. The rate shall exclude excavation for the d'o^ain and the compacted soil cover over, measured elsewhere.

**PSCC CARPENTRY AND JOINERY**

**PSCC 1 SCOPE**

This specification covers the installations of building related ~ elements such as doors, doorframes and ironmonger, glazing and windows.

**PSCC 2 GENERAL STANDARD SPECIFICATIONS**

The latest edition, including all amendments up to date of tender of the following specifications, publications and codes of practice shall be read in conjunction with this specification and shall be deemed to form part thereof. All other relevant and applicable SABS are also to be considered as minimum requirements, and in particular SABS 0400: The application of the National Building Regulations.

**PSCC 3 MATERIALS**

All new material used for repair work shall be of approved and equal quality, colours, profiles, thickness, etc and shall in all cases match the existing materials and shall be fixed (internally or externally) to existing material or surfaces.

**PSCC 3.1 WINDOWS**

**PSCC 3.1.1 Steel windows**

All steel windows shall comply with the requirements of SABS 727 and be galvanised to SABS 763 specifications. Windows shall be painted in accordance with the Particular Specification PSDD: Paintwork.

**PSCC 3.1.1 600 x 600 WINDOW OPENING**

All 600 x 600 window openings is to have R6 bars drilled and epoxied at 100c/c vertically into brickwork or brickwork.

Lightweight mesh to be site welded to bars to form bird proofing. All painting to be in accordance with Particular Specification PSDD Paintwork.

**PSCC 3.2 GLAZING**

**PSCC 3.2.1 GLASS**

The glazing and fixing of glass in buildings shall be carried out strictly in accordance with SABS Code of Practice 0137.

**PSCC 3.2.2 PUTTY**

All new putty shall comply with the requirements of the SABS 680. The putty shall be delivered on the site in sealed contains marked with the SABS mark.

Type I putty as specified shall only be used for glazing in wood sashes and Type II only in steel sashes.

Paintwork on putty shall not commence until putty has completely dried out, which may necessitate the addition of an accelerating agent. The Contractor shall therefore take programming of trades in prison areas into consideration.

**PSCC 3.3 DOORS**

**PSCC 3.3.1 STEEL DOORS**

All steel doors shall comply with the requirements of SABS 727 and 1129 and be hot dipped galvanised to SABS 763 specifications.

Doors shall be painted to the requirements of Particular Specification PSDD: Paintwork.

**PSCC 3.4 IRONMONGERY**

All ironmongery shall be approved by the agent/representative before fixing. Articles shall be fixed with screws for similar metal and shall be-eased, oiled, adjusted and left in perfect working order on completion.

All ironmongery shall be inspected to access the level of workability, paying special attention to door handles, locks, door closets\, door stops, door catches, fixing of these fittings, etc. Should any of these fittings found unsuitable due to damage, corrosion, etc, they shall be replaced.

**PSCC 4 MEASUREMENT AND PAYMENT**

**PSCC 4.1 DOOR AND DOOR FRAMES**

Supply and install the following:

- (a) Timber doors/ Steel doors and frames unit: No
- (b) Security gate unit: No

The tendered rate shall include full compensation for supplying and installing the new doors and frames and security gates complete with fixing hinges, screws, locks and barrel bolts but excluding painting.

**PSCC 4.2 IRONMONGERY**

Supply and install the following:

(a) Union 2 Lever Lockset with Chromium plated handles unit: No

The tendered rate shall include for full compensation for supplying and installing the lockset complete.

### **PSCC 4.3 WINDOWS**

Supply and install the following windows, complete with 4mm glazing and sealing.

(a) Item specified in Bill of Quantities unit: No

The tendered rate shall include for full compensation for supplying and installing the windows complete with hinges, glazing and sealing compounds but excluding painting.

### **PSCC 4.4 600 x 600 WINDOW OPENINGS CONSTRUCTED COMPLETE WITH R6 BURGLAR BARS AND WELDMESH BIRDPROOFING unit: No**

The tendered rate shall include full compensation for the supply and installation of the burglar bars, drilling, applying the epoxy, filling the blocks with concrete where necessary and site welding the mesh complete. The tendered rate shall exclude the painting of the bars and mesh, which shall be paid elsewhere.

### **PSDD PAINTWORK**

#### **PSDD1 SCOPE**

This specification covers the painting new building components including reinforced concrete beams and columns.

#### **PSDD 2 GENERAL STANDARD SPECIFICATIONS**

The latest edition, including all amendments up to date of tender of the following specifications, publications and codes of practice shall be read in conjunction with this specification and shall be deemed to form part thereof. All other relevant and applicable SABS regulations are also to

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be considered as minimum requirements and in particular SABS 0400: The Application of the National Building Regulations.

- SABS 515 - Decorative paint with a non-aqueous solvent base for interior use
- SABS 630 - Decorative high gloss enamel for interior and exterior
- SABS 631 - Decorative oil gloss paint for interior and exterior use
- SABS 633 - Emulsion paints for interior decorative purposes
- SABS 634 - Emulsion paints for exterior use
- SABS 681 - Undercoats for paints
- SABS 801 - Epoxy-tar paints
- SABS 887 - Varnish for interior use
- SABS 926 - Two-pack zinc-rich epoxy primer
- SABS 1227 - Textured wall coating, emulsion base, for interior and exterior use
- SABS 1319 - Zinc phosphate primer for steel
- SABS 064 - preparation of steel surfaces for coating

**PSDD 3 CONSTRUCTION METHODS**

**PSDD 3.1 GENERAL**

All walls and floors shall be thoroughly cleaned prior to the commencement of the painting and the premises kept clean and free from dust during painting operations. Protect all surfaces not to be painted, against spotting and spilling.

**PSDD 4 PSDD 4.1**

**MEASUREMENT AND PAYMENT**

**PAINTING OF NEW STRUCTURES**

- |     |                        |                      |
|-----|------------------------|----------------------|
| (a) | Walls                  | unit: m <sup>2</sup> |
| (b) | Concrete beams         | unit: m <sup>2</sup> |
| (c) | Ceilings               | unit: m <sup>2</sup> |
| (d) | Steel doors and frames | unit: no             |
| (e) | Steel window frames    | unit: no             |

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The tendered rate for items (a), (b) and (c) shall include full compensation for the application of the painting system; one (1) coat undercoat and two (2) coats Super Acrylic PVA or similar approve paint, access and scaffolding and all other incidentals necessary to undertake the work.

The tendered rate for items (d) and (e) shall include full compensation for the application of the painting system; two (2) coats alkalized enamel paint, access scaffolding and all other incidentals necessary to undertake the work.

**PSEE PAINTWORK**

**PSEE1 SCOPE**

This specification covers the installation of Diamond mesh fencing, vehicular and pedestrian gates, all in accordance with the Engineer's drawings.

**PSEE 2 STANDARD SPECIFICATION**

**PSEE 2.1 GENERAL STANDARD SPECIFICATION, REGULATIONS AND CODES**

The latest edition, including all amendments up to date of tender, of the following specification and shall be deemed to form part thereof:

SABS 763 - Hot-dip (galvanized) zinc coatings (other than on continuously zinc-coated sheet and wire) (1988)

SABS 675 - Zinc-coated fencing wires (plain and barbed) (1993)

SABS 1373 - Chain-link fencing and its wire accessories (1983)

**PSEE 3 CONSTRUCTION**

**PSEE 3.1 CLEARING THE FENCE ROUTE**

The fence route shall be cleared over a width of at least 0,5 m on each side of the centre line of the fence and surface irregularities shall be levelled so that the fence will follow the general contour of the ground.

The bottom of the fence shall be located at a uniform distance above the ground line, but no more than 50 mm.

### **PSEE 3.2 INSTALLATION OF POST AND STANDARDS**

Posts shall be accurately set in holes and be provided with concrete bases to the dimensions specified.

Holes shall be dug to their full specified depth.

Posts shall be firmly planted into the ground at the spacing indicated on the drawing or as instructed by the Engineer. The spacing of posts between any two straining posts shall be uniform.

### **PSEE 3.3 ERECTING FENCE WIRES**

All fencing wires shall be wired to the sides of posts in order to prevent the wires from being displaced or becoming loose. The wire shall be carefully strained and hung without sag, and with true alignment, care being exercised not to strain the wire so tight that it will break or that end, corner, straining or gate posts will be pulled up.

Each strand of fencing wire shall be securely fastened in the correct position to each post with soft galvanized binding wire.

Splicing in the fencing wire shall be permitted if made in the following manner using a splice tool. The end of each wire at the splice shall be carried at least 75 mm past the splice tool and wrapped snugly around the other wire for not less than six complete turns, the two separate wires being turned in opposite directions. After the splice tool is removed the space left by it in the splice wire shall be closed by pulling the wire ends together. The unused ends of wire shall be cut close so as to leave a neat splice.

### **PSEE 3.4 ERECTING DIAMOND MESH OR WIRE NETTING**

Wire netting or diamond mesh shall be stretched against the fence and properly secured to the fencing wire. The diamond mesh or wire netting shall be secured by means of soft binding wire at 1,2 m centres along the top and bottom wires unless otherwise specified.

### **PSEE 3.5 CLOSING OPENINGS UNDER FENCES**

At ditches, drainage channels or other hollows where it is not possible to erect the fence so that it follows the general contour of the ground, the Contractor shall cover the openings with wire netting or diamond mesh fixed to the fence.

**PSEE 3.6 GATES**

Gates shall be hung on gate fittings in accordance with the requirements specified. The gate shall be so erected that they swing in a horizontal plane at right angles to the gateposts, clear of the ground in all positions.

Double swing gates shall not leave a gap of more than 25 mm between them when closed and other gates shall not be further than 25 mm from gate-post when closed. The clearance below the gate shall not exceed 75 mm with the gates closed.

**PSEE 4 MEASUREMENT AND PAYMENT**

**PSEE 4.1 CLEARING FENCE ROUTE 1 m WIDE STRIP unit: m**

The tendered rate shall include full compensation for the clearing of the fence line as specified, including the removal of stones and other obstructions and the disposal as directed of all material resulting from clearing operations.

**PSEE 4.2 SUPPLY AND ERECT RAZOR MESH FENCING COMPLETE AS PER DRAWING NO.  
unit: m**

The tendered rate shall allow full compensation for the supply and erection of all fencing wire, razor mesh fence, stays, posts and all other incidentals necessary to construct the fence complete.

The rate shall exclude excavations and concrete, measured elsewhere.

**PSEE 4.3 SUPPLY AND ERECT VEHICULAR GATE, COMPLETE AS PER DRAWING NO.  
unit: no**

The tendered rate shall allow for full compensation for the supply and erection of all gateposts, stays, Razor mesh fence, straining wires and all other incidentals necessary, to construct the gate complete.

The rate shall exclude excavation and concrete, measured elsewhere.

**PSEE 4.4 SUPPLY AND ERECT PEDESTRIAN GATE, COMPLETE AS PER DRAWING NO.  
unit: no**

The tendered rate shall allow for full compensation for the supply and erection of all gateposts, stays, Razor mesh fence, straining wires and all other incidentals necessary, to construct the gate complete.

The rate shall exclude excavation and concrete, measured elsewhere.

**REFERENCES TO THE PROJECT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT  
AND REGULATIONS - SPECIFICATION IN TERMS OF THE CONSTRUCTION REGULATIONS 4 (1)  
(a) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993**

**1. BACKGROUND**

In terms of the Construction Regulation 4 (1) (a) of the Occupational Health and Safety Act, No. 85 of 1993, the Client is required to compile a Health & Safety Specification for the intended project and provide such specification to any prospective tenderer.

The Client's further duties are as 4(1) to 4(6) in The Construction Regulations, July 2003.

**2. SCOPE**

Development of a Health & Safety Specification that addresses all aspects of occupational health and safety as affected by the Construction of Matatiele Fresh Produce Market

**3. OH&S MANAGEMENT**

**3.1 Structure and Organization of OH&S Responsibilities**

**3.1.1. Overall Supervision and Responsibility for OH&S**

- The Client is to ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved OH&S Plan.

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- The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act is to ensure that the Employer (as defined in the Act) complies with the Act. Annexure Z - "Legal Compliance Audit" may be used for this purpose.
- Any OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her respective appointment forms.
- The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 6.

**3.1.2. Further (Specific) Supervision Responsibilities for OH&S Appointments required by the Act and Regulations:**

- OH&S Representatives (Sections 17/18 of the Act)
- OH&S Committees (Sections 19/20 of the Act)
- Risk Assessor (Construction Regulation. 7(1))
- Accident/Incident Investigations Co-ordinator (General Administrative Regulation 9 (2))
- Form/Support work Supervisor (Construction Regulation 10(a))
- Batch Plant Supervisor (Construction Regulation 18(1))
- Stacking & Storage Supervisor (Construction Regulation 26(a))
- Fire Equipment Inspector (Construction Regulation 27(h))
- Electrical Installations, Machinery & Appliances Inspector (Construction Regulation 22)
- Excavations Supervisor (Construction Regulation 11(1))
- Demolition Supervisor (Construction Regulation 12(1))
- OH&S Officer (where necessary) (Construction Regulation 6(6))
- Person Responsible for Machinery (General Machinery Regulation 2)
- Emergency, Security and Fire Co-ordinator (Construction Regulation 27(h) & Environmental Regulation 9)
- Fire Equipment Inspector (Construction Regulation 27(h) Environmental Regulation 9)
- First Aider (General Safety Regulation 3(2))
- Hazardous Chemical Substances Supervisor (HCS Regulations)
- Ladders Inspector (General Safety Regulation 13A)

- Lifting Equipment Inspector (Construction Regulation 20)
- Operators & Drivers of Construction Plant & Vehicles (Construction Regulation 21(i))
- Structures Supervisor (Construction Regulation 9)
- Users Operators of Construction Equipment (Construction Regulation 21(i))
- Welding Supervisor (General Safety Regulation 9)

### **3.2. Communication and Liaison**

- OH&S liaison between the Client, the Principal Contractor, the other Contractors, the Consulting Engineer and other concerned parties will be through the OH&S Committee as in 3.10.
- In addition to the above, communication may be directed to the Client or his appointed Agent, verbally or in writing, as and when the need arises.
- Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S Committee and their elected 'Trade Union Representatives, if any.
- The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and the Consulting Engineer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

### **3.3. OH&S File**

The Principal Contractor must, in terms of Construction Regulation 5 (7), keep a health and safety file on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. The following documents must be kept in the OH&S file:

- Notification of Construction Work (Construction Regulation 3.)
- Copy of OH&S Act (updated) (General Administrative Regulation 4.)
- Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))
- Copy of health and safety plan (construction regulation 5 (1))
- OH&S Programme agreed with Client including the underpinning Risk Assessment and Method Statements (Construction regulation 5 (1))
- Designs/drawings (Construction Regulation 5 (8))
- A list of Contractors (Subcontractors) including copies of the agreements between the parties and the type of work being done by each contractor (Construction Regulation 9)
- Appointment / Designation forms as per 3.1.1. And 3.1.2. above.

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Registers as follows:

- Accident/incident Register (Annexure 1 of the General Administrative Regulations)
- OH&S Representatives Inspection Register
- Form/Support Work Inspection
- Excavations Inspection
- Lifting Equipment
- Demolition Inspections
- Designer's Inspection of Structures Record
- Batch Plant Inspections
- Arc & Gas Welding & Flame Cutting Equipment Inspections
- Construction Vehicles & Mobile Plant Inspections
- Electrical Installation and Machinery Inspections
- Fire Equipment Inspection & Maintenance
- First Aid
- Hazardous Chemical Substances
- Lifting Tackle and Equipment Inspections
- Inspection of Cranes
- Inspection of Ladders
- Inspection of Vessels under Pressure
- Machinery Inspections
- Drivers/Operators of Mobile Plant/Construction Vehicles Daily Inspections

The Principal Contractor will be required to submit the abovementioned registers monthly to the chairperson of the OH&S Committee for endorsement.

The Health & Safety File must be handed over to the Client on completion of the contract. It must contain all the documentation handed to the Principal Contractor by any subcontractors together with a record of all drawings, designs, materials used and other similar information concerning the completed project.

**3.4. OH&S Goals and Objectives and Arrangements for Monitoring and Review of OH&S Performance**

The Principal Contractor is required to maintain a Compensation Incidence Frequency Rate (CIFR) of at least 8 (Refer Annexure 3 - "Measuring Injury Experience") and to report on this to the Client on a monthly basis.

**3.5. Identification of Hazards and Development of Risk Assessments, Standard Working Procedures (SWP) and Method Statements**

The Principal Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project (Refer to Section 4. below "Project/Site Specific Requirements")

**3.6. Arrangements for Monitoring and Review**

**3.6.1. Monthly Audit by Client**

The Client will be conducting a Monthly Audit to comply with Construction Regulation 4 (1) (d) to ensure that the Principal Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

**3.6.2. Other Audits and Inspections by Client**

The Client reserves the right to conduct other ad hoc audits and inspections as deemed necessary.

A representative of the Principal Contractor must accompany the Client on all Audits and Inspections and may conduct his/her own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results.

**3.6.3 Reports**

The Principal Contractor is required to provide the Client with a monthly report in the format as per the attached Annexure 4: "SHE Risk Management Report"

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he/she:

- dies
- becomes unconscious
- loses a limb or part of a limb
- is injured or becomes ill to such a degree that he/she is likely either to die, or to suffer a permanent physical defect, or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- a major incident occurred
- the health or safety of any person was endangered -
- where a dangerous substance was spilled
- the uncontrolled release of any substance under pressure took place
- machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- machinery ran out of control

to the Provincial Director of the Department of Labour within seven days. (Section 24 of the General Administrative Regulation 8). The Principal Contractor is required to provide the Client with copies of all statutory reports required in terms of the Act.

**The Principal Contractor is required to provide the Client with copies of all internal and external accident/incident investigation reports including the reports contemplated in 3.9. below.**

### 3.6.3 Review

The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's at each two weekly site inspection/meeting as the construction work develops and progresses and each time that changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client, other Contractors and all other concerned parties with copies of any changes, alterations or amendments.

## **3.7 Site Rules and Other Restrictions**

### 3.7.1. Site OH&S Rules

The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

### 3.7.2. Security and Emergency Arrangements

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period.

Access control must include the rule that non-employees will not be allowed on site unaccompanied.

The Principal Contractor must develop a set of security rules and procedures and maintain these throughout the construction period.

The Principal Contractor must appoint a competent Emergency Controller who must develop emergency contingency plans for any emergency that may arise on site as indicated by the risk assessments. These must include a monthly practice/testing programme for the plans e.g. January: trench collapse, February: flooding etc. and practiced/tested- with all persons on site at the time, participating.

### **3.8. Training**

The contents and syllabi of all training required by the Act and Regulations must be included in the Principal Contractor's OH&S Plan.

#### **3.8.1. General Induction Training**

All employees of the Principal and other Contractors to be in possession of proof of General Induction Training.

#### **3.8.2. Site Specific Induction Training**

All employees of the Principal and other Contractors to be in possession of Site Specific OH&S Induction Training.

#### **3.8.3. Other Training**

All operators, drivers and users of construction vehicles, mobile plant and other equipment to be in possession of valid proof of training.

All employees in jobs requiring training in terms of the Act and Regulations to be in possession of valid proof of training.

**OH&S Training Requirements: (as required by the Construction Regulations and as indicated by the OH&S Specification and the Risk Assessment/s):**

- General Induction (Section 8 of the Act)
- Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- Site/Project Manager
- Construction Supervisor
- OH&S Representatives (Section 18 (3) of the Act)
- Training of the Appointees indicated in 3.1.1. & 3.1.2. above
- Operation of Cranes (Driven Machinery Regulations 18 (11))
- Operators and Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
- Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction regulation 27)
- Basic First Aid (General Safety Regulations 3)
- Storekeeping Methods & Safe Stacking (Construction Regulation 26)
- Emergency, Security and Fire Co-ordinator

### **3.9. Accident and Incident Investigation**

The Principal Contractor is responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she had to be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9).

The results of the investigation to be entered into the Accident/Incident Register. (General Administrative Regulation 9).

The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

### **3.10 OH&S Representatives and Committees**

#### **3.10.1. Designation of OH&S Representatives**

Where the Principal Contractor employs more than 20 persons (including the employees of other contractors (sub-contractors) he has to appoint one OH&S Representative for every 50 employees or part thereof. General Administrative Regulation 6 requires that the appointment or election and subsequent designation of the OH&S Representative be executed in consultation with Employee Representatives or Employees. (Section 17 of the Act and General Administrative Regulation 6 & 7).

OH&S Representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

#### 3.10.2. Duties and Functions of the OH&S Representatives

The Principal Contractor must ensure that the designated OH&S Representatives conduct a minimum monthly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor.

OH&S representatives must be included in accident/incident investigations.

OH&S representatives must attend all OH&S committee meetings.

#### 3.10.3. Appointment of OH&S Committee

The Principal Contractor must establish an OH&S Committee consisting of all the designated OH&S Representatives together with a number of management representatives (this number is not to exceed the number of OH&S representatives on the committee) and a representative of the Client who shall act as the chairperson without a vote. The members of the OH&S committee must be appointed in writing.

The OH&S Committee must meet minimum monthly and consider, at least, the following Agenda:

- Opening and welcome
- Present/Apologies/Absent
- Minutes of previous meeting -
- Matters arising from the previous minutes
- OH&S Representatives Reports
- Incident Reports & Investigations
- Incident /Injury statistics
- Other matters
- Endorsement of Registers and the statutory documents by a representative of the Principal Contractor
- Close/Next Meeting

#### **4. PROJECT / SITE SPECIFIC REQUIREMENTS**

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EDDGE BREAKS**

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The following is a list of specific activities and considerations that have been identified for the project and the construction site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor:

- Clearing & Grubbing of the Area/Site
- Site Establishment including:
  - Office/s
  - Secure/safe storage for materials, plant & equipment – Ablutions
  - Sheltered eating area
  - Maintenance workshop
  - Vehicle access to the site
- Dealing with existing structures (NB: the existing pipeline is also a structure)
- Location of existing services:
- Installation and maintenance of temporary construction electrical supply, lighting and equipment
- Adjacent land uses/surrounding property exposures
- Boundary and access control/Public Liability Exposures (NB: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities)
- Health risk arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- Exposure to noise
- Exposure to vibration
- Protection against dehydration and heat exhaustion
- Protection from wet & cold conditions
- Dealing with HIV/Aids and other diseases
- Use of Portable Electrical Equipment including
  - Angle grinder
  - Electrical drilling machine
  - Skill saw
  -
- **Excavations including**
  - Ground/soil conditions

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- Trenching
- Shoring
- Drainage of trench
  
- **Welding including**
  - Arc welding
  - Gas welding
  - Flame cutting
  - Use of LP gas torches and appliances
  
- Loading & offloading of trucks
- Aggregate/sand and other materials delivery
- Manual and mechanical handling
- Lifting and lowering operations
- Driving & operation of construction vehicles and mobile plant including
  - Trenching machine
  - Excavator
  - Bomag roller
  - Plate compactor
  - Front end loader
  - Mobile cranes and the ancillary lifting tackle
  - Parking of vehicles & mobile plant
  - Towing of vehicles & mobile plant
  
- Use and storage of flammable liquids and other hazardous substances
- Layering and bedding of trench floor
- Installation of pipes in trench Pressure
- Testing of pipeline Installing heat shrink joint sleeves
- Backfilling of trench
- Protection against flooding
- Gabion work
- Use of explosives
- Protection from overhead power lines
- As discovered by the Principal Contractor's hazard identification exercise
- As discovered from any inspections and audits conducted by the Client or by the Principal Contractor or any other Contractor on site
- As discovered from any accident/incident investigation.

**WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY**

**BID NO: WMM LM 00069**

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**C4: SITE INFORMATION**

**C4.1 Nature of Ground**

No Test Pit is available

The tenderer will be permitted to excavate trial holes in the area of the works at his own expense provided that they are properly safeguarded and reinstated. Should the tenderer wish to excavate his own trial holes; he shall first ascertain in conjunction with the engineer, the position of any underground services, which may exist in the area. The tenderer shall indemnify the municipality against the cost of repairing any underground services damaged by the Tenderer or his agent, while carrying out such excavations.

**C4.2 Spoil Material**

No indiscriminate spoiling of material will be allowed. All unsuitable or surplus material shall be spoiled off site to a spoil site/municipal dump, chosen by the Contractor.

**C4.3 Finishing off the Site**

The site shall be finished off in accordance with the specification as well as to the requirements of all applicable environmental standards.

**C4.4 Existing Services**

Although every effort has been made to depict existing services (water mains, electric cables, telephone cables etc), as accurately as possible on the contract drawings, insofar as they are known, variations do arise and the Contractor shall exercise extreme care when working in the area. Items have been allowed in the schedule of quantities for dealing with and protecting services.

The Contractor shall take whatever precautions are required to protect these services from damage during the period of the Contract.

#### **C4.5 Proving of Underground Services**

It is stressed that all services in a particular area must be proven before commencing work in that area.

Insofar as bulk earthworks are concerned, where services are indicated on the drawings or where from site observations can reasonably be expected that such services are likely to exist where excavations are to take place, the Contractor shall without instructions from the Engineer carefully excavate by hand to expose and prove their positions.

When a service is not located in its expected position, the Contractor shall immediately report such circumstances to the Engineer who will decide that further searching or other necessary action is to be carried out and shall instruct the Contractor accordingly.

Should any service be damaged by the Contractor in carrying out the works, and should it be found that the procedure laid down in this clause has not been followed, then all costs in connection with the repair of the service will be to the Contractor's account.

Providing of services shall be completed at least two weeks in advance of the actual programmed date for commencing work in the area. The position of these services located must be coordinated and leveled by the Contractor, and the information given in writing to the Engineer's representative.

The requirements of this clause do not relieve the Contractor of any obligations as detailed under the General Conditions Contract or the Special Conditions of Contract.

#### **C4.6 Drawings**

See attached drawings.



## FORM OF OFFER AND ACCEPTANCE

### 11.1 OFFER

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

#### **V. DRAIN CONCRETE, BASE REPAIR, SURFACE RESTORATION PATCHING AND REPAIRING EDDGE BREAKS**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender. By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

.....  
.....  
.....Rand (in words);

R..... (in figures) (or other suitable wording)

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

Signature(s) .....

Name(s) .....

Capacity .....

for the

tenderer .....

(Name and address of organization)

Name and

Signature of

witness ..... Date .....