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documentation is obtainable from
the National Treasury's eTenders
website or the eThekweni
Municipality's Vendor Portal.

Reference is to be made to
Clause F.1.2 and F.3.2
of the Conditions of Tender

HUMAN SETTLEMENTS PROJECTS

PROCUREMENT DOCUMENT INFRASTRUCTURE

CONTRACT No.: 1H-48404

TITLE: Construction of 208 Top structures Units (40m2) by two (2)
Contractors at Lamontville Northwest Housing Project (Ward
69) – 104 Units per Contractor

Clarification Meeting: There will be no clarification meeting. Bidders are requested to submit email queries related to the bid. All email queries are to be submitted by 2021-11-26. Emailed questions and answers will be consolidated and posted on eTenders/ Municipal website for the benefit of all tenderers by 2021-12-02.

Issued by:

**HUMAN SETTLEMENTS
PROJECTS**

Date of Issue: October 2021

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NAME OF TENDERER:

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PART T1: TENDERING PROCEDURES
T1.1: TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for the works of Construction of 208 Top structures Units (40m2) by two (2) Contractors at Lamontville Northwest Housing Project (Ward 69) – 104 Units per Contractor

(F.1.1.1) The Employer is the eThekweni Municipality as represented by Acting Strategic Executive: Human Settlements

It is estimated that tenderers should have a CIDB contractor grading designation of **6GB and NHBRC Registered** (or higher).

F.1.2) Documents can be obtained in electronic format, issued by the eThekweni Municipality:

(F.2.7) **There** will be no clarification meeting. Bidders are requested to submit email queries related to the bid. All email queries are to be submitted by **2021-11-26**. Emailed questions and answers will be consolidated and posted on eTenders/ Municipal website for the benefit of all tenderers by **2021-12-02**.

(F.2.8) Queries relating to these documents may be addressed to the Employer's Agent's Representative whose contact details are: **Mpume Mncadi** , 031 311 3239 (t) , **Mpume.Mncadi@durban.gov.za**

(F.2.13) Tender offers shall be delivered to **the Municipal Building, 166 K.E. Masinga Road** and placed in the tender box located in the ground floor foyer.

(F.2.15) Tender offers shall be delivered on or before **Friday, 10 December 2021** at or before **11:00 Friday, 10 December 2021 11:00**

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data

PART T1: TENDERING PROCEDURES

T1.2: TENDER DATA

T1.2.1 STANDARD CONDITIONS OF TENDER

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (July 2015) as published in Government Gazette No 38960, Board Notice 136 of 2015 of 10 July 2015.

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

T1.2.2 TENDER DATA

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

F.1: GENERAL

F.1.1 The employer: The Employer for this Contract is the eThekwini Municipality as represented by: Acting Strategic Executive: Human [Settlements](#)

F.1.2 Tender documents: The Tender Documents issued by the Employer comprise:

- 1) This procurement document.
- 2) Drawings, issued separately from this document (or alternately: Bound in Section C3.4 as an Annexure).
- 3) "General Conditions of Contract for Construction Works – 3rd Edition 2015" issued by the South African Institution of Civil Engineering (GCC 2015). This document is obtainable separately, and Tenderers shall obtain their own copies.
- 4) "City of Durban Technical Specifications" hereinafter referred to as the Standard Engineering Specifications. This document is obtainable separately, and Tenderers shall obtain their own copies of the applicable Sections.
- 5) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and the participation of targeted enterprise and labour.
 - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
 - The Construction Industry Development Board Act No 38 of 2000 and the Regulations issued in terms of the Act (July 2013).
 - The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (January 2017).
 - SANS 1921:2004 – Construction and Management Requirements for Works Contract, Parts 1-3.
 - The Employer's current Supply Chain Management Policy.
 - Any other eThekwini Policy documents referenced in the Tender Documents.

Electronically downloaded documentation is obtainable from the National Treasury's **eTenders Website** or the eThekwini Municipality's **Vendor Portal** at URLs:

- <https://ethekwinivendor.durban.gov.za/tenders/availabletenders/> ; or
- <https://etenders.treasury.gov.za/>

The entire downloaded document should be printed and suitably bound by the tenderer.

F.1.4 The employer's agent: The Employer's agent is

- **Mpume Mncadi**
- Tel: 031 311 3239 (t)
- Email: [Mpume Mncadi@durban.gov.za](mailto:Mpume.Mncadi@durban.gov.za)

The tenderer's contact details as indicated in the Contract Data under Clause C1.2.2.2 "Data to Be Provided by Contractor" shall be deemed as the only applicable contact details for the tenderer for use in communications between the employer's agent and the tenderer after the closing time stated in the Tender Data.

F.1.6 Procurement procedures: Option 2

F.2: TENDERER'S OBLIGATIONS

F.2.1 Eligibility: A Tenderer will not be eligible to submit a tender if:

- (a) the Tenderer does not comply with the legal requirements as stated in the Employer's current SCM Policy;
- (b) the Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract;
- (c) In the event of a Compulsory Clarification Meeting:
 - i) the Tenderer fails to attend the Compulsory Clarification Meeting;
 - ii) the Tenderer fails to have form "Certificate of Attendance at Clarification Meeting / Site Inspection" (in Part T2.2) signed by the Employer's Agent or his representative.
- (d) in the case of JV submissions, two or more JV entities have common directors / shareholders or common entities tendering for the same works.
- (e) at the time of closing of tenders, the Tenderer is not registered on the National Treasury Central Supplier Database (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.
- (f) If the tenderer is required by law to prepare annual financial statements for auditing, the tenderer must submit their audited annual financial statements:
 - i) for the past three years; or
 - ii) since their establishment if established during the past three years;If the tenderer is not required by law to prepare audited financial statements, then the tenderer must submit a Public Interest (PI) Score, whereby if the PI score is above 350 points then the bidder must submit audited financial statements.

F.2.1.1 Eligibility: Only those tenderers who are registered (as "Active") with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **6GB and NHBRC Registered** class of construction work, are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

- (a) Every member of the joint venture is registered (as "Active") with the CIDB (at time of tender closing);
- (b) The lead partner has a contractor grading designation in the 6GB and NHBRC Registered class of construction work and has a grading designation of not lower than one level below the required grading designation; and

(c) The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (2013) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6GB **GB and NHBRC Registered** class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

F.2.1.1 **Eligibility:** Only those tenderers who are registered (as “Active”) with the CIDB (at time of tender closing) in a **6GB and NHBRC Registered** class of construction work, are eligible to have their tenders evaluated.

F.2.2.2 **The cost of the tender documents:**

“Documents may be obtained, free of charge, in electronic format, from the National Treasury’s eTenders website or the eThekweni Municipality’s Vendor Portal. The entire electronically downloaded document should be printed and suitably bound by the tenderer.

F.2.6 **Acknowledge addenda:** Add the following paragraphs to the clause:

“Addenda will be published, in electronic format, on the National Treasury’s eTenders website (see F.2.2.2 above). Tenderers are to ensure that the eTenders website is consulted for any published addenda pertaining to this tender until three days before the tender closing time as stated in the Tender Data.”

“Acknowledgement of receipt of the addenda will be by the return of the relevant completed, dated and signed portion of the addenda, to the address / fax number / email address as specified on the addenda. Failure of the tenderer to comply with the requirements of the addenda may result in the tender submission being made non-responsive.”

F.2.7 **Clarification meeting:** There will be no clarification meeting. Bidders are requested to submit email queries related to the bid. All email queries are to be submitted by 2021-11-26. Emailed questions and answers will be consolidated and posted on eTenders/ Municipal website for the benefit of all tenderers by 2021-12-02.

F.2.12 **Alternative tender offers:** No alternative tender offers will be considered.

F.2.13 **Submitting a tender offer:** Submissions must be submitted on official submission documentation issued (in electronic format) by the eThekweni Municipality.

Identification details to be shown on each tender offer package are:

- Contract No. : 1H-48404
- Contract Title : Construction of 208 Top structures Units (40m2) by two (2) Contractors at Lamontville Northwest Housing Project (Ward 69) – 104 Units per Contractor

The Employer’s address for delivery of tender offers is:

the Municipal Building, 166 K.E. Masinga Road

and placed in the **Tender Box** located in the ground floor foyer.

Parts of each tender offer communicated on paper shall be submitted as an original.

Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.2.15 **Closing time:** The closing time for delivery of tender offers is:

- Date : Friday, 10 December 2021
- Time : 11:00

F.2.16 Tender offer validity: The Tender Offer validity period is 12 weeks (84 Days) from the closing time for submission of tenders.

F.2.20 Submit securities, bonds, policies: The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part T2.2 of this procurement document.

F.2.23 Certificates: Refer to **Part T2.1** for a listing of certificates that must be provided with the tender. All certificates must be valid at the time of tender closing.

CIDB Registration

Tenderers are to include with their submission a printout of their registration with the CIDB, obtained from the CIDB website (<https://registers.cidb.org.za/PublicContractors/ContractorSearch>).

The Joint Venture Grading Designation Calculator should be used when submitting as a Joint Venture (<https://registers.cidb.org.za/PublicContractors/JVGradingDesignationCalc>).

The date of obtaining the above printouts is to be indicated on the printout. Registration with the CIDB must be reflected as “Active” at time of tender closing.

Tax Clearance

SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer’s real-time compliance status.

Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

B-BBEE Status Level of Contribution

The Amended Construction Sector Code (Government Gazette No.41287) is applicable to the B-BBEE compliance measurement of all entities that fall within the Construction Sector.

The requirements for measurement and verification of entities are contained in the “Amended Code Series CSC000: Framework for Measuring Broad Based Black Economic Empowerment in the Construction Sector”, as published in Notice 931 of 2017, Government Gazette No.41287 of 01/12/2017.

The requirements are summarised in the following table:

Enterprise Type	Total Annual Revenue (R million)	Ownership and Annual Turnover
EME: Built Environment Professional	< R1.8m	May present an affidavit OR a certificate issued by the CIPC
EME: Contractor	< R3.0m	OR authorised B-BBEE verification certificate (as below)
Reference should be made to Cl.3.6.2.4.1 of the Amended Construction Sector Code regarding the above exceptions.		
EME: Built Environment Professional	< R6m	Must present an authorised B-BBEE verification certificate by a SANAS accredited Verification Agency
EME: Contractor	< R10m	
QSE: Built Environment Professional	≥ R6.0m and < R25m	
QSE: Contractor	≥ R10.0m and < R50m	
Large Enterprise	>R50m	

The requirements for measurement of Joint Ventures is described in Cl.2.8 of the Amended Construction Sector Code. The compilation of a consolidated verification certificate is required.

B-BBEE Verification Certificates must be from a Verification Agency accredited by the South African National Accreditation System (SANAS).

Central Supplier Database (CSD)

The entities (full) Registration Report, obtained from the National Treasury Central Supplier Database, is to be included in the tender submission (<https://secure.csd.gov.za>).

Separate CSD Registration Reports are required for each entity in a Joint Venture.

Audited Financial Statements (F.2.1(f))

3 YEAR AUDITED FINANCIAL STATEMENTS MUST BE SUBMITTED

FAILURE TO SUBMIT WILL INVALIDATE THE TENDER.

F.3: THE EMPLOYER'S UNDERTAKINGS

F.3.1.1 Respond to requests from the tenderer: Replace the words “five working days” with “three working days”.

F.3.2 Issue addenda: Add the following paragraph: “Addenda will be published, in electronic format, on the National Treasury’s eTenders website. In the event that the Clarification Meeting is compulsory, Addenda will only be issued to those tendering entities appearing on the Clarification Meeting Register.”

F.3.4 Opening of Tender Submissions: Tenders will be opened immediately after the closing time for tenders. The public reading of tenders will not take place due to COVID Protocols.

F.3.11 Evaluation of Tender Offers: The procedure for evaluation of responsive Tender Offers will be in accordance with the Employer’s current SCM Policy, the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (January 2017).

The procedure for the evaluation of responsive tenders is **Method 2** (Price and Preference with functionality).

The **80/20** preference points system will be used where the financial value (incl. VAT) of one or more responsive tender offers have a value that equals or is less than R 50,000,000. The Formula used to calculate the **Price Points**, and the **Preference Points** that will be allocated, will be according to the specified PPPFA Regulations.

The **90/10** preference points system will be used where the financial value (incl. VAT) of all responsive tenders received have a value in excess of R 50,000,000. The Formula used to calculate the **Price Points**, and the **Preference Points** that will be allocated, will be according to the specified PPPFA Regulations.

Only locally produced goods, services, or works, or locally manufactured goods, with a stipulated minimum threshold for Local Production and Content will be considered.

F.3.11.9 The value of W_2 is 100. The Functionality criteria (and sub-criteria if applicable) and maximum

score in respect of each of the criteria are as follows:

Functionality Criteria / Sub Criteria		Maximum Points Score
Tenderer's Experience		40
Project Organogram and Experience of Key Staff	Contracts Manager	10
	Site agent	5
	Foremen	5
Preliminary Programme		5
Construction Methodology		25
Quality Control		10

Maximum possible score for Functionality (M_s) 100

The minimum number of evaluation points for Functionality is **60**. Only those tenderers who achieve the minimum number of Functionality evaluation points (or greater) will be eligible to have their tenders further evaluated.

Functionality shall be scored by not less than three evaluators and the scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for Functionality. Each evaluation criteria will be assessed in terms of six indicators and scores allocated according to the following table:

Level 0	Level 1	Level 2	Level 3	Level 4	Level 5
0	20	40	60	80	100

Evaluation criteria will be adjudicated according to submissions made in accordance with the following schedules, which are found in Part T2.2: Returnable Schedules:

Functionality criteria / Subcriteria	Returnable Schedules
Tenderer's Experience	<ul style="list-style-type: none"> • Experience of Tenderer
Project Organogram and Experience of Key Staff	<ul style="list-style-type: none"> • Proposed Organisation and Staffing • Key Personnel • Experience of Key Personnel
Preliminary Programme	<ul style="list-style-type: none"> • Preliminary Programme
Construction Methodology	<ul style="list-style-type: none"> • Construction Approach, Methodology, • Schedule of Proposed Subcontractors • Plant and Equipment
Quality Control	<ul style="list-style-type: none"> • Quality Control Statement

Unless otherwise stated, evaluation criteria will be adjudicated with respect to the contract specific Scope of Work, as specified in Part C.3. In this regard the following definitions apply to the evaluation criteria prompts for judgement:

- **“successfully completed”** implies a project has been completed on time and to specification;
- **“similar nature”** will include works of additions / extensions and alterations, erecting of prefabricated structures, removal and disposal of sensitive building materials.
- **“experience”** implies experience on projects of a similar nature;
- **“accredited degree / diploma”** implies a minimum 3 year qualification within the built environment, from a registered University or Institute of Technology.

Criterion: Tenderer’s Experience	
Level 0	No information provided; OR submission of no substance / irrelevant information provided
Level 1	To have successfully completed <u>1 project</u> of a similar nature within the past 10 years.
Level 2	To have successfully completed <u>2 projects</u> of a similar nature within the past 10 years.
Level 3	To have successfully completed 3 to <u>4 projects</u> of a similar nature within the past 10 years.
Level 4	To have successfully completed 5 to <u>6 projects</u> of a similar nature within the past 10 years.
Level 5	To have successfully completed <u>7+ projects</u> of a similar nature within the past 10 years.

Criterion: Project Organogram and Experience of Key Staff			
	CONTRACTS MANAGER	SITE AGENT	FOREMAN
Level 0	No information provided OR submission of no substance / irrelevant information provided OR less than 2 year’s experience OR Relevant accredited diploma / degree and less than 1 year’s experience.	No information provided OR submission of no substance / irrelevant information provided OR less than 2 year’s experience. OR Relevant accredited diploma / degree and less than 1 year’s experience.	No information provided OR submission of no substance / irrelevant information OR Less than 2 year’s experience.
Level 1	Relevant accredited diploma / degree and minimum 1 year’s experience.	Relevant accredited diploma / degree and minimum 1 year’s experience.	Minimum 2 year’s experience.
Level 2	Relevant accredited diploma / degree and minimum 2 year’s experience.	Relevant accredited diploma / degree and minimum 2 year’s experience.	Minimum 3 year’s experience.
Level 3	Relevant accredited diploma / degree and minimum 4 year’s experience.	Relevant accredited diploma / degree and minimum 4 year’s experience.	Minimum 5 year’s experience.
Level 4	Relevant accredited diploma / degree and minimum 7 year’s experience.	Relevant accredited diploma / degree and minimum 7 year’s experience.	Minimum 8 year’s experience.
Level 5	Relevant accredited diploma / degree and minimum 9 year’s experience.	Relevant accredited diploma / degree and minimum 9 year’s experience.	Minimum 10 year’s experience.

Criterion: Preliminary Programme	
Level 0	No information provided OR submission of no substance / irrelevant information provided
Level 1	Programme <u>does not cover</u> all the applicable individual activities which are in an acceptable sequence, with appropriate durations, and is in accordance with generally accepted construction practice, and not in line with Clause 1.1.1.14 of the Conditions of Contract (time for achieving Practical Completion).
Level 2	Programme <u>covering</u> all the applicable individual activities which are in an acceptable sequence, with appropriate durations, and is in accordance with generally accepted construction practice, and is in line with Clause 1.1.1.14 of the Conditions of Contract (time for achieving Practical Completion).
Level 3	Programme <u>covering</u> all the applicable individual activities which are in an acceptable sequence, with appropriate durations, and is in accordance with generally accepted construction practice, and is in line with Clause 1.1.1.14 of the Conditions of Contract (time for achieving Practical Completion). Plus: Shows critical path with logical linking of tasks/activities
Level 4	Programme <u>covering</u> all the applicable individual activities which are in an acceptable sequence, with appropriate durations, and is in accordance with generally accepted construction practice, and is in line with Clause 1.1.1.14 of the Conditions of Contract (time for achieving Practical Completion). Plus: <ul style="list-style-type: none"> • Shows critical path with logical linking of tasks/activities, and • Detailed activity and resources breakdown. • Cashflow included
Level 5	Programme <u>covering</u> all the applicable individual activities which are in an acceptable sequence, with appropriate durations, and is in accordance with generally accepted construction practice, and is in line with Clause 1.1.1.14 of the Conditions of Contract (time for achieving Practical Completion). Plus: <ul style="list-style-type: none"> • Shows critical path with logical linking of tasks/activities, and • Detailed activity and resources breakdown. • Cashflow included • Detailed Plant and equipment resource breakdown

Criterion: Construction Methodology	
Level 0	No information provided OR submission of no substance / irrelevant information provided
Level 1	Brief overview of a <u>generic</u> methodology which encompasses all programmed activities in appropriate order.
Level 2	Brief overview of a <u>site specific</u> methodology which encompasses all programmed activities in appropriate and logical order.
Level 3	Brief overview of a <u>site specific</u> methodology which encompasses all programmed activities in appropriate order; Plus: <ul style="list-style-type: none"> • Including staff, plant and equipment resources • Including subcontractors if applicable
Level 4	Brief overview of <u>site specific</u> methodology which encompasses all programmed activities in appropriate order; Plus: <ul style="list-style-type: none"> • Including staff, plant and equipment resources, • Including subcontractors if applicable, • A brief description of preparatory work, construction processes including finishing works for each activity.
Level 5	Brief overview of <u>site specific</u> methodology which encompasses all programmed activities in appropriate order; Plus: <ul style="list-style-type: none"> • Including staff, plant and equipment resources, • Including subcontractors if applicable, • A brief description of preparatory work, construction processes including finishing works for each activity. • Demonstrates how the important issues are approached in an innovative and efficient way, indicating that the tenderer has excellent knowledge of working in the projects environment and producing the required final product.

Criterion: Quality Control	
Level 0	No information provided OR submission of no substance / irrelevant information provided
Level 1	<u>A generic statement</u> covering required sampling and testing requirements for preparatory works, process monitoring and finishing works, for all programmed activities.
Level 2	<u>Activity/Site specific statement</u> covering required sampling and testing requirements for preparatory works, process monitoring and finishing works, for all programmed activities.
Level 3	<u>Activity/Site specific statement</u> covering required sampling and testing requirements for preparatory works, process monitoring and finishing works, for all programmed activities; Plus: <ul style="list-style-type: none"> • Including site specific quality control check-sheet for programmed activities.
Level 4	Activity/Site specific statement covering required sampling and testing requirements for preparatory works, process monitoring and finishing works, for all programmed activities; Plus: <ul style="list-style-type: none"> • Including site specific quality control check-sheet for programmed activities; • Resources to be assigned to quality control; • List of subcontractor /service providers to be assigned for quality control; • Statement on remedial action to quality control.
Level 5	Activity/Site specific statement covering required sampling and testing requirements for preparatory works, process monitoring and finishing works, for all programmed activities; Plus: <ul style="list-style-type: none"> • Including site specific quality control check-sheet for programmed activities; • Resources to be assigned to quality control; • List of subcontractor /service providers to be assigned for quality control; • Statement on remedial action to quality control. • ISO Accreditation

F.3.13 Acceptance of tender offer: In addition to the requirements of Clause F.3.13 of the Standard Conditions of Tender, tender offers will only be accepted if:

- (a) The tenderer submits a valid Tax Clearance Certificate OR Tax Compliance Status PIN, issued by the TCS System of the South African Revenue Services, or has made arrangements to meet outstanding tax obligations;
- (b) The tenderer is registered, and “Active”, with the Construction Industry Development Board, at time of tender closing, in an appropriate contractor grading designation;
- (c) The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- (d) The tenderer has not:
 - Abused the Employer’s Supply Chain Management System; or
 - Failed to perform on any previous contract and has been given a written notice to this effect;
- (e) The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process;
- (f) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;
- (g) The employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
- (h) If this tender is subject to “Local Content and Production”, the tenderer must complete and sign MBD 6.2 and attach Annexure C (of SATS 1286:2011).
- (i) The Municipality does not bind itself to accept the lowest or any tender. It reserves the right to accept the whole or any part of a tender to place orders. Bidders shall not bind the Municipality to any minimum quantity per order. The successful Tenderer (s) shall be bound to provide any quantities stipulated in the specification.

- F.3.15** **Complete adjudicator's contract:** Refer to the **General Conditions of Contract** and the **Contract Data**.
- F.3.17** **Copies of contract:** The number of paper copies of the signed contract to be provided by the Employer is **ONE (1)**.

The additional conditions of tender are:

ACT.1 Appeals

In terms of Regulation 49 of the Municipal Supply Chain Management Regulations persons aggrieved by decisions or actions taken by the Municipality, may lodge an appeal within 14 days of the decision or action, in writing to the Municipality. All appeals (clearly setting out the reasons for the appeal) and queries with regard to the decision of award are to be directed to:

The City Manager

Attention Ms S. Pillay eMail: Simone.Pillay@durban.gov.za

P O Box 1394

DURBAN, 4000

ACT.2 Prohibition on awards to persons in the service of the state

Clause 44 of the Supply Chain Management Regulations states that the Municipality or Municipal Entity may not make any award to a person:

- (a) Who is in the service of the State;
- (b) If that person is not a natural person, of which a director, manager, principal shareholder or stakeholder is a person in the service of the state; or
- (c) Who is an advisor or consultant contracted with the municipality or a municipal entity.

Should a contract be awarded, and it is subsequently established that Clause 44 has been breached, the Employer shall have the right to terminate the contract with immediate effect.

ACT.3 Code of Conduct and Local Labour

The Tenderers shall make themselves familiar with the requirements of the following policies that are available on web address: <ftp://ftp.durban.gov.za/cesu/StdContractDocs/>:

- Code of Conduct;
- The Use of CLOs and Local Labour.

ACT.4 Subcontracting as Condition of Tender

For contracts above R30m, the 2017 PPPFA Regulations require organs of State to identify tenders, where it is feasible, to subcontract a minimum of 30% of the value of the contract to the following designated groups:

- (a) an EME or QSE;
- (b) an EME or QSE which is at least 51% owned by black people;
- (c) an EME or QSE which is at least 51% owned by black people who are youth;
- (d) an EME or QSE which is at least 51% owned by black people who are women;
- (e) an EME or QSE which is at least 51% owned by black people with disabilities;
- (f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- (g) a cooperative which is at least 51% owned by black people;
- (h) an EME or QSE which is at least 51% owned by black people who are military veterans;
or
- (i) more than one of the categories referred to in paragraphs (a) to (h).

In addition to the above, the eThekweni Municipal Council has adopted a framework for empowerment strategies for contracts between R5m and R30m.

It is a condition of contract that the contractor must allow for a minimum of **40%** of the contract value (excluding PC Sum items and Fixed Cost allowances) to be subcontracted to contractors who are >76% PPG (Priority Population Group) owned. Proof of payment to the subcontractors will be required to verify that the minimum has been achieved.

PART T2: RETURNABLE DOCUMENTS
T2.1: LIST OF RETURNABLE DOCUMENTS

T2.1.1 General

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

The Tenderer is required to complete each and every Schedule and Form listed below to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the Schedules and Forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is not responsive.

T2.1.2 Returnable Schedules, Forms and Certificates

Company Specific

Certificate of Attendance at Clarification Meeting	21
Certificate of Authority	22
Declaration of Municipal Fees	23
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Tax Compliance Status PIN / Tax Clearance Certificate	26
B-BBEE Status Level of Contribution Certificate	27
Verification of CIDB Registration and Status	28
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Consolidated MBD Documents

MBD2: Tax Clearance Certificate Requirements	31
MBD4: Declaration of Interest	
MBD5: Declaration For Procurement Above R10 Million (if applicable)	
MBD6.1: Preference Points Claim Form ITO the Preferential Regulations	
MBD6.2: Declaration Certificate For Local Production And Content (if applicable)	
MBD8: Declaration of Bidder's Past SCM Practices	
MBD9: Certificate of Independent Bid Determination	

Technical and Evaluation

Experience of Tenderer	41
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T2.1.3 Preferential Procurement Schedules and Affidavits

In the event of the Tenderer not being registered with the eThekweni Municipality, the tenderer must register on the internet at www.durban.gov.za by following these links:

- eThekweni Municipality
 - City Government
 - Administration
 - Administrative Clusters
 - Finance
 - Supply Chain Management
 - Accredited Supplier and Contractor's Database.

NOTES

- (a) The information for registration as in the possession of the eThekweni Municipality will apply.
- (b) It is the Tenderer's responsibility to ensure that the details as submitted to the Municipality are correct.
- (c) Tenderers are to register prior to the submission of tenders.

T2.2: RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates as listed in T2.1.2 can be found on the pages [21](#) to [50](#).

CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING / SITE INSPECTION

This is to certify that:

(tenderer name)

of (address)

.....

was represented by the person(s) named below at the Clarification Meeting held for all tenderers, the details of which are stated in the Tender Data (F.2.7).

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name:

Name:

Signature:

Signature:

Capacity:

Capacity:

Attendance of the above person(s) at the meeting is confirmed by the Employer's Agent's Representative, namely:

Name:

Signature:

Date:

CERTIFICATE OF AUTHORITY

Indicate the status of the tenderer by ticking the appropriate box hereunder.

COMPANY	<input type="checkbox"/>	CLOSE CORPORATION	<input type="checkbox"/>	PARTNERSHIP	<input type="checkbox"/>	JOINT VENTURE	<input type="checkbox"/>	SOLE PROPRIETOR	<input type="checkbox"/>
Refer to Notes at the bottom of the page									

I / We, the undersigned, being the Chairperson (Company), Member(s) (Close Corporation), Partners (Partnership), Sole Owner (Sole Proprietor), Lead Partner (JV), in the company / business trading as:

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

to sign all documents in connection with the tender for **Contract No. 1H-48404** and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Notes

The following documents must be attached to the back inside cover to this procurement document:

- If a Company : a "Resolution of the Board" in this regard.
- If a Joint Venture : a "Power of Attorney" signed by the legally authorised signatories of all the partners to the Joint venture.

DECLARATION OF MUNICIPAL FEES

I, the undersigned, do hereby declare that the Municipal fees of

.....
(full name of Company / Close Corporation / partnership / sole proprietary/Joint Venture)
(hereinafter referred to as the TENDERER) are, as at the date hereunder, fully paid or an
Acknowledgement of Debt has been concluded with the Municipality to pay the said charges in instalments.

The following account details relate to property of the said TENDERER:

<u>Account</u>	<u>Account Number:</u> to be completed by tenderer.
Consolidated Account No.	<input type="text"/>
Electricity	<input type="text"/>
Water	<input type="text"/>
Rates	<input type="text"/>
JSB Levies	<input type="text"/>
<u>Other</u>	<input type="text"/>
<u>Other</u>	<input type="text"/>

I acknowledge that should the aforesaid Municipal charges fall into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears. ATTACHED, to the back inside cover of this document, please find copies of the above account's and or agreements signed with the municipality.

- Where the TENDERER'S place of business or business interests are outside the jurisdiction of eThekweni municipality, a copy of the accounts/agreements from the relevant municipality must be attached (to the back inside cover of this document).
- Where the tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or official letter to that effect is to be attached (to the back inside cover of this document).

NAME : (Block Capitals)

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

COMPULSORY ENTERPRISE QUESTIONNAIRE

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

- 1) **Name of enterprise:**
- 2) **VAT registration number, if any:**
- 3) **CIDB registration number, if any:**
- 4) **Particulars of sole proprietors and partners in partnerships**

Full Name	Identity number*	Personal income tax number *

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

5) **Particulars of companies and close corporations**

Company registration number, if applicable:

Close corporation number, if applicable:

Tax Reference number, if any:

6) **Record in the service of the state**

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

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

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

Insert separate page if necessary

7) **Record of spouses, children and parents in the service of the state**

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

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

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

Insert separate page if necessary

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

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

Signed Date

Name Position

Enterprise Name

TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE

Reference is made to F.2.23 of the Conditions of Tender.

SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.

Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

Tenderers are to attach to this page a printout of their Tax Compliance Status PIN (TCS PIN) OR an original Tax Clearance Certificate.

NAME : (Block Capitals)

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

B-BBEE STATUS LEVEL OF CONTRIBUTION CERTIFICATE

Reference is made to F.2.23 of the Conditions of Tender.

The Amended Construction Sector Code (Government Gazette No.41287) is applicable to the B-BBEE compliance measurement of all entities that fall within the Construction Sector.

The requirements for measurement and verification of entities are contained in the “Amended Code Series CSC000: Framework for Measuring Broad Based Black Economic Empowerment in the Construction Sector”, as published in Notice 931 of 2017, Government Gazette No.41287 of 01/12/2017.

The requirements are summarised in the following table:

Enterprise Type	Total Annual Revenue (R million)	Ownership and Annual Turnover
EME: Built Environment Professional	< R1.8m	May present an affidavit OR a certificate issued by the CIPC OR
EME: Contractor	< R3.0m	authorised B-BBEE verification certificate (as below)
Reference should be made to Cl.3.6.2.4.1 of the Amended Construction Sector Code regarding the above exceptions.		
EME: Built Environment Professional	< R6m	Must present an authorised B-BBEE verification certificate by a SANAS accredited Verification Agency
EME: Contractor	< R10m	
QSE: Built Environment Professional	≥ R6.0m and < R25m	
QSE: Contractor	≥ R10.0m and < R50m	
Large Enterprise	>R50m	

The requirements for measurement of Joint Ventures is described in Cl.2.8 of the Amended Construction Sector Code. The compilation of a consolidated verification certificate is required.

Tenderers are to attach to this page an affidavit, or a B-BBEE certificate issued by an authorised SANAS accredited Verification Agency.

NAME : (Block Capitals)

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

VERIFICATION OF CIDB REGISTRATION AND STATUS

Reference is made to F.2.23 of the Conditions of Tender.

Clause F.2.1.1 of the Conditions of Tender – “Eligibility”, requires a tenderer to be registered, as “Active”, with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **5GB and NHBRC Registered** class of construction work.

Tenderers are to attach to this page a printout of their registration with the CIDB, as obtained from the CIDB website <https://registers.cidb.org.za/PublicContractors/ContractorSearch>. The date of obtaining the printout is to be indicated on the printout.

The following is an example of a printout obtained from the above website.

Home

construction industry development board

Contractor Detail Print

Contractor Detail

CRS Number: _____ Type of Enterprise: _____

Contractor Name: _____ Registration Date: _____

Trading Name: _____ Expiry Date: _____

Status: _____

Contractor Grades

Grade: _____

Back

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[Website technical enquires contact](#)

01/01/2017

NAME : (Block Capitals)

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

CSD REGISTRATION REPORT

Reference is made to F.2.23 of the Conditions of Tender.

Clause F.2.1 of the Conditions of Tender – “Eligibility”, requires a tenderer to be registered at the time of tender closing on the National Treasury Central Supplier Database (CSD) as a service provider.

Tenderers are to attach to this page a printout of their CSD Registration Report, as obtained from the National Treasury’s CSD website <https://secure.csd.gov.za/Account/Login>. The date of obtaining the printout is to be indicated on the printout.

The following is an example of the beginning of the printout obtained from the above website.

CENTRAL SUPPLIER DATABASE FOR GOVERNMENT

Report Date: _____

Report Ran By: _____

CSD REGISTRATION REPORT

SUPPLIER IDENTIFICATION

Supplier number	_____	Have Bank Account	_____
Is supplier active?	_____	Total annual turnover	_____
Supplier type	_____	Financial year start date	_____
Supplier sub-type	_____	Registration date	_____
Legal name	_____	Created by	_____
Trading name	_____	Created date	_____
Identification type	_____	Edit by	_____
Government breakdown	_____	Edit date	_____
Business status	_____	Restricted Supplier	_____
Country of origin	_____	Restriction Last Verification Date	_____
South African company/CC registration number	_____		

NAME : (Block Capitals)

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

AUDITED FINANCIAL STATEMENTS

3 Year Audited Financial Statement to be attached here

CONSOLIDATED MUNICIPAL BIDDING DOCUMENTS

The following **SECTIONS** are required to be completed as part of this procurement document

<u>Section</u>	<u>Description</u>	<u>Required?</u>
A	General Enterprise Information	Yes
B	MBD2: Tax Clearance Certificate Requirements	Yes
C	MBD4: Declaration of Interest	Yes
D	MBD5: Declaration for Procurement Above R10 Million	Yes
E	MBD6.1: Preference Points Claim Form ITO the Preferential Regulations	Yes
F	MBD6.2: Declaration Certificate for Local Production and Content for Designated Sectors	Yes
G	MBD8: Declaration of Bidder’s Past SCM Practices.....	Yes
H	MBD9: Certificate of Independent Bid Determination.....	Yes
I	Confirmations, Authorities, Certifications, Acknowledgements and Signatures	Yes

NOTES

- MBD4. MSCM Regulations: **“in the service of the state”** means to be:
- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
 - (b) a member of the board of directors of any municipal enterprise;
 - (c) an official of any municipality or municipal enterprise;
 - (d) an employee of any national or provincial department, national or provincial public enterprise or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
 - (e) a member of the accounting authority of any national or provincial public enterprise; or
 - (f) an employee of Parliament or a provincial legislature.
- “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.
- MBD9. 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.

Ref	Description	Complete or Circle Applicable
Use additional pages if necessary		

Ref	Description	Complete or Circle Applicable
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SECTION B: MBD 2: TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1.0 In order to meet this requirement bidders are required to complete the TCC 001: "Application for a Tax Clearance Certificate" form and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2.0 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3.0 The original Tax Clearance Certificate must be submitted together with the bid (attached to the inside back cover of this procurement document). Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4.0 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5.0 Copies of the TCC 001: "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6.0 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
- 7.0 Notwithstanding Clauses 1.0 to 6.0 above: Since 18 April 2016, SARS has introduced a new Tax Compliance Status System (TCS). As part of this enhanced system, tenderers can now submit a Tax Compliance Status PIN instead of an original Tax Clearance Certificate (TCC). This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status. This number, if available, is to be entered in Item 2.7 of Section A of these consolidated Municipal Bidding Documents.
 For further particulars please contact your nearest SARS branch, or call the SARS Contact Centre on 0800 00 7277, or log onto SARS eFiling.

SECTION C: MBD 4: DECLARATION OF INTEREST

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

1.0 Are you presently in the service of the state? If yes, furnish particulars:	YES	NO
2.0 Have you been in the service of the state for the past twelve months? If yes, furnish particulars:	YES	NO
3.0 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? If yes, furnish particulars:	YES	NO
4.0 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? If yes, furnish particulars:	YES	NO
5.0 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? If yes, furnish particulars:	YES	NO
6.0 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? If yes, furnish particulars:	YES	NO

Ref	Description	Complete or Circle Applicable	
7.0	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 ? If yes, furnish particulars:	YES	NO
8.0	The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers are indicated in SECTION A of these Consolidated Municipal Bidding documents.		

SECTION D: MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire.

1.0	Are you by law required to prepare annual financial statements for auditing? If YES, you will be required to submit audited annual financial statements (on request during the tender evaluation period) for the past three years or since the date of establishment if established during the past three years.	YES	NO
2.0	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days. If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).	YES	NO
3.0	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).	YES	NO
4.0	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).	YES	NO
5.0	If the tenderer is not required by law to prepare audited financial statements, then the tenderer must submit a Public Interest (PI) Score, whereby if the PI score is above 350 points then the bidder must submit audited financial statements.		

SECTION E: MBD 6.1: PREFERENCE POINTS CLAIM ITO THE PREFERENTIAL REGULATIONS

Preference points for this tender shall be awarded as per the Tender Data and the Preferential Procurement Regulations (2017). Failure on the part of a tenderer to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Sworn Affidavit for an EME, or sworn affidavit for a QSE (in line with the revised BBBEE codes of Good Practice), together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed. The Employer reserves the right to require of a tenderer, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the Employer.

1.0	B-BBEE Status Level of Contribution claimed:		
	Will any portion of the contract be sub-contracted?	YES	NO
	If YES, indicate:		
	(i) what percentage of the contract will be subcontracted?		
	(ii) the name of the sub-contractor?		
	Name:		
	(iii) the B-BBEE status level of the sub-contractor?		
2.0	(iv) whether the sub-contractor is an EME?	YES	NO

The undersigned, certify that the B-BBEE status level of contribution indicated in paragraph 1.0 above qualifies the company / firm for preference points and acknowledges that the remedies as per Clause 14 of the Preferential Procurement Regulations (2017) shall apply.

Ref	Description	Complete or Circle Applicable
-----	-------------	-------------------------------

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

- 1.0 General Conditions
- 1.1 Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2 Regulation 8.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3 Where necessary, for bids 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 B-BBEE.
- 1.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5 The local content (LC) expressed as a percentage of the 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 the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

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

- 1.6 A bid may be disqualified if –
 - (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
 - (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2.0 Definitions

- 2.1 “bid” includes written price quotations, advertised competitive bids or proposals;
- 2.2 “bid price” price offered by the bidder, excluding value added tax (VAT);
- 2.3 “contract” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4 “designated sector” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5 “duly sign” means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6 “imported content” means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7 “local content” means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8 “stipulated minimum threshold” means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9 “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 3.0 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>
..... %
..... %
..... %

- 4.0 Does any portion of the services, works or goods offered have any imported content?

YES	NO
-----	----

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 Municipality / Municipal Entity)

NB 1 - The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

NB 2 - Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/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 in Section H of these Consolidated MBD returnable questionnaires (comprising 8 pages), do hereby declare the following:

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

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

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

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the 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 / Municipal / Municipal Entity 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).

SECTION G: MBD8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

This Municipal Bidding Document must form part of all bids invited. 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.

The bid of any bidder may be rejected if that bidder, or any of its directors have:

- a) abused the municipal entity's supply chain management system or committed any improper conduct in relation to such system;
- b) been convicted for fraud or corruption during the past five years;
- c) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

In order to give effect to the above, the following questions must be answered.

1.0	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? 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 audi alteram partem rule was applied. The Database of Restricted Suppliers now resides on the National Treasury’s website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page. If yes, furnish particulars:	YES	NO
2.0	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page. If yes, furnish particulars:	YES	NO
3.0	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? If yes, furnish particulars:	YES	NO
4.0	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? If yes, furnish particulars:	YES	NO
5.0	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? If yes, furnish particulars:	YES	NO

SECTION H: MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.

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.

The following 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.

In order to give effect to the above, the following Certificate of Bid Determination must be completed and submitted with the bid. The undersigned, in submitting the accompanying bid, in response to the invitation for the bid do hereby make the following statements that I certify to be true and complete in every respect:

- 1.0 I have read and I understand the contents of this Certificate;
- 2.0 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3.0 I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4.0 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;
- 5.0 For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
- 6.0 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding. (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.
- 7.0 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;
 - f) bidding with the intention not to win the bid.
- 8.0 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.

- 9.0 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10.0 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.

SECTION I: CONFIRMATIONS, AUTHORITIES, CERTIFICATIONS, ACKNOWLEDGEMENTS and SIGNATURES

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

- 1.0 Confirms that the contents of these Consolidated MBD returnable questionnaires (comprising 8 pages) fall within my personal knowledge and are to the best of my Knowledge and belief, both true and correct;
- 2.0 Confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercise, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- 3.0 Confirms that no partner, member, director or other person, who wholly or partly exercise control over the enterprise, has within the last five years been convicted of fraud or corruption;
- 4.0 Confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- 5.0 Certify that the B-BBEE status level of contribution indicated in Section E.1: Item 1.0 qualifies the enterprise for preference points and acknowledges that the remedies as per Clause 14 of the Preferential Procurement Regulations (2017) shall apply. In the event of a contract being awarded as a result of points claimed, the enterprise may be required to furnish documentary proof to the satisfaction of the employer that the claims are correct;
- 6.0 Accept that, in addition to cancellation of a contract, action may be taken against me should these declarations prove to be false.

Signed Date

Name Position

PROPOSED ORGANISATION and STAFFING

Refer to Clause F3.11.9 for Functionality Points evaluation prompts (if applicable).

The tenderer should propose the structure and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff and site staff.

The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The tenderer must attach his / her organization and staffing proposals to this page. (this is to include both the on-site and off-site staffing resources used for this project)

In addition to any lists, this information should also be shown in an organogram format (flow chart) clearly indicating the staff hierarchy and reporting lines, again for on- and off-site resources.

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

NAME : (Block Capitals)

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

KEY PERSONNEL

Refer to Clause F3.11.9 for Functionality Points evaluation prompts (if applicable).

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel (Contract's Manager, Site Agent, and Foremen) which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS	
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION	KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY
Site Agent, Project Managers		
Foremen, Quality Control and Safety Personnel		
Technicians, Surveyors, etc		
Artisans and other Skilled workers		
Plant Operators		
Unskilled Workers		
Others:.....		
.....		

Note: CVs of key personnel may be requested during the contract period.

NAME : (Block Capitals)

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

EXPERIENCE OF KEY PERSONNEL

Refer to Clause F3.11.9 for Functionality Points evaluation prompts (if applicable).

The experience of assigned staff member in relation to the Scope of Work will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), level of education and training and positions held of each discipline specific team leader.
- 2) The education, training, skills and experience of the Assigned Staff in the specific sector, field, subject, etc which is directly linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.

A CV of the contract manager, site agent(s) and general foreman of not more than 2 pages should be attached to this schedule:

Each CV should be structured under the following headings:

- a) Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
 - professional awards
- b) Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- c) Skills
- d) Name of current employer and position in enterprise
- e) Overview of post graduate / diploma experience (year, organization and position)
- f) Outline of recent assignments / experience that has a bearing on the scope of work

NAME : (Block Capitals)

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

CONSTRUCTION APPROACH, METHODOLOGY, AND QUALITY CONTROL

Refer to Clause F3.11.9 for Functionality Points evaluation prompts (if applicable).

Construction Approach and Methodology

The construction approach and methodology must respond to the Scope of Work and outline the proposed approach to undertake the work showing a detailed programme including health and safety aspects, the use of plant and resources for this Project.

Quality Control

The quality control statement must discuss what tests and control measures are to be employed on site to attain the specified results and is to cover the program associated activities.

The tenderer must attach his / her Construction Methodology and Quality Control information to this page.

NAME : (Block Capitals)

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

PLANT and EQUIPMENT

Refer to Clause F3.11.9 for Functionality Points evaluation prompts (if applicable).

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

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

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

Attach additional pages if more space is required

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

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

Attach additional pages if more space is required

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

NAME : (Block Capitals)

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

CONTRACTOR'S HEALTH AND SAFETY PLAN

Refer to Clause F3.11.9 for Functionality Points evaluation prompts (if applicable).

At tender stage only a brief overview (**to be attached to this page**) of the tenderers perception on the safety requirements for this contract will be adequate.

Only the successful Tenderer shall submit separately the Contractor's Health and Safety Plan as required in terms of Regulation 7 of the Occupational Health and Safety Act 1993 Construction Regulations 2014.

The detailed safety plan will take into consideration the site specific risks as mentioned under Part C.3: Project Specification. A generic plan will not be acceptable.

NAME : (Block Capitals)

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

CONTRACTOR'S HEALTH AND SAFETY DECLARATION

Refer to Clause F3.11.9 for Functionality Points evaluation prompts (if applicable).

In terms of Clause 5(1)(h) of the OHS Act 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Principal Contractor may only be appointed to perform construction work if the Client is satisfied that the Principal Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2014.

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

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:

Tenderers are
to Circle Applicable

- | | |
|---|---------------|
| (a) From my own competent resources as detailed in 4(a) hereafter: | YES NO |
| (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: | YES NO |
| (c) From outside sources by appointment of competent specialist Subcontractors as detailed in 4(c) hereafter: | YES NO |

4. Details of resources I propose:

(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 8, and competent persons as defined in Regulations 9, 10, 11, 12, 13, 14, 16, 17, 20, 21, 22, 23(1), 24, 25, 26, 27, 28 and 29, as applicable).

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

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

(i) By whom will training be provided?

(ii) When will training be undertaken?

(iii) List the positions to be filled by persons to be trained or hired:

.....
.....

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

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

.....
.....

5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1) of the Construction Regulations, which plan shall be subject to approval by the Client.

6. I confirm that copies of my company's approved Health and Safety Plan, the Client's Safety Specifications as well as the OHS 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Principal Contractor's personnel, the Client's personnel, the Employer's Agent, visitors, and officials and inspectors of the Department of Labour.

7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied by the Client in terms of the said Regulations (Regulation 33) for failure on the Principal Contractor's part to comply with the provisions of the Act and the Regulations.

8. I agree that my failure to complete and execute this declaration to the satisfaction of the Client will mean that I am unable to comply with the requirements of the OHS 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Client.

NAME : (Block Capitals)

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

JOINT VENTURES AGREEMENTS

Joint Venture agreement and Power of Attorney Agreements to be attached here (if applicable).

RECORD OF ADDENDA TO TENDER DOCUMENTS

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

ADD.No	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

NAME : (Block Capitals)

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

AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

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

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

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

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

- (1) *The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer will be prejudiced.*

NAME : (Block Capitals)

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

PART C1: AGREEMENT AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.1: OFFER

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

Contract No: 1H-48404

Contract Title: Construction of 208 Top structures Units (40m2) by two (2) Contractors at Lamontville Northwest Housing Project (Ward 69) – 104 Units per Contractor

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

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

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

R..... (In words

.....)

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

For the Tenderer:

* **Name of Tenderer** (organisation) :

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

* **Name** (of signatory in capitals) :

Capacity (of Signatory) :

Address :

:

Telephone :

Witness:

Signature : **Date** :

Name(in capitals) : :

Notes:

*** Indicates what information is mandatory.**

Failure to complete the mandatory information and sign this form will invalidate the tender.

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.2: FORM OF ACCEPTANCE

This Form will be completed by the Employer

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

The terms of the contract are contained in:

- Part C1 : Agreement and Contract Data, (which includes this Agreement)
- Part C2 : Pricing Data, including the Bill of Quantities
- Part C3 : Scope of Work
- Part C4 : Site Information

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

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

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

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

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

:

Witness:

Signature : **Date** :

Name(*in capitals*) : :

C1.1: FORM OF OFFER AND ACCEPTANCE
C1.1.3: SCHEDULE OF DEVIATIONS

This form will be completed by THE EMPLOYER and ONLY THE SUCCESSFUL TENDERER

- 1. **Subject** :
- Details** :
- :
- 2. **Subject** :
- Details** :
- :
- 3. **Subject** :
- Details** :
- :

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

FOR THE TENDERER

FOR THE EMPLOYER

	Signature	
	Name (<i>in capitals</i>)	
	Capacity	
	Name and Address of	
	Organisation	
	Witness Signature	
	Witness Name	
	Date	

C1.2: CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract are the **General Conditions of Contract for Construction Works (2015 3rd Edition)**, (GCC 2015) published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805-5947, Fax: 011-805-5971, E-mail: civilinfo@saice.org.za).

The Contract Data (including variations and additions) shall amplify, modify or supersede, the GCC 2015 to the extent specified below, and shall take precedence and shall govern.

Each item of data given below is cross-referenced to the clause in the GCC 2015 to which it mainly applies.

Note: **3 YEAR AUDITED FINANCIAL STATEMENTS MUST BE SUBMITTED
FAILURE TO SUBMIT WILL INVALIDATE THE TENDER.**

C1.2.2 CONTRACT DATA

C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER

1.1.1.13 The **Defects Liability Period**, from the date of the Certificate of Completion, is **1 Year for the respective completed Top-Structure Units**.

1.1.1.14 The **time for achieving Practical Completion**, from the Commencement Date is **36 months**. The period as stated in 5.3.2, and the 7 days referred to in 5.3.3, are included in the above time for achieving Practical Completion. The special non-working days as stated in 5.8.1 are excluded from the above time for achieving Practical Completion.

1.1.1.15 The Employer is the eThekweni Municipality as represented by:
HUMAN SETTLEMENTS : Acting Strategic Executive: [Human Settlements](#) .

1.2.1.2 The address of the Employer is:
Physical: Human Settlements Unit, 221 Anton Lembede Street, [DURBAN, 4001](#)
Postal: Human Settlements Unit, P O Box 3858, DURBAN, 4000
Telephone: 031-311 2474 (t)
Fax: 031-311 3493 (f)
E-Mail: Oscar.Kunene@durban.gov.za

1.1.1.16 The **name of the Employer's Agent** is Oscar Kunene

1.2.1.2 The address of the Employer' Agent is:
Physical: Human Settlements Unit, 221 Anton Lembede Street, [DURBAN, 4001](#)
Postal: Human Settlements Unit, P O Box 3858, DURBAN, 4000
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E-Mail: Oscar.Kunene@durban.gov.za

1.1.1.26 The **Pricing Strategy** is **FIXED PRICED contract**.

3.2.3 The Employer's Agent shall obtain the **specific approval of the Employer** before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:

- 6.3: Council approval in order to authorise any expenditure in excess of the Tender Sum plus **15%** contingencies.

5.3.1 The **documentation required** before commencement with Works execution are:

- **Health and Safety Plan (refer to Clause 4.3)**
- **Initial programme (refer to Clause 5.6)**
- **Security (refer to Clause 6.2)**
- **Insurance (refer to Clause 8.6)**

5.3.2 The **time to submit the documentation** required before commencement with Works is **[21 Days]**.

5.3.3 Add the following paragraph:

"If a construction work permit, in terms of Clause 3(1) of the Construction Regulations (2014), is applicable, the instruction to commence carrying out of the works may only be issued once the construction work permit has been obtained by the Employer's Agent. If a construction work permit is applicable, the contractor shall allow for a minimum period of 37 days, after the submission (or re-submission) of the documentation referred to in Clause 5.3.1., for the issuing of the construction work permit."

5.4.2 The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information.

5.8.1 The **non-working days** are **Saturdays and** Sundays.

(5.1.1) The **special non-working** days are:

- All statutory holidays as declared by National or Regional Government.
- The year-end break:
 - Commencing on the first working day after 15 December.
 - Work resumes on the first working day after 5 January of the next year.

5.8.1 Delete the words "sunset and sunrise" and replace with "17:00 and 07:00".

5.12.2.2 **Abnormal Climatic Conditions (Rain Delays)** - The numbers of days per month, on which work is expected not to be possible as a result of rainfall, for which the Contractor shall make provision, is given in the table below. During the execution of the Works, the Employer's Agent's Representative will certify a day lost due to rainfall only if at least 75% of the work force and plant on site could not work during that specific working day.

Extension of time as a result of rainfall shall be calculated monthly being equal to the number days certified by the Employer's Agent's Representative as lost due to rainfall, less the number of days allowed for as in table below, which could result in a negative figure for certain months. The total extension of time for which the Contractor may apply, shall be the cumulative algebraic sum of the monthly extensions. Should the sum thus obtained be negative, the extension of time shall be taken as NIL.

Month	Days Lost	Average Rainfall	Month	Days Lost	Average Rainfall
January	4*	134	July	1	39
February	3	113	August	2	62
March	3	120	September	2	73

April	2	73	October	3	98
May	2	59	November	3	108
June	1	28	December	1*	102
TOTAL	27	1009mm	* = The number of working days lost allows for the annual statutory Construction holiday in December and January of each year.		

- 5.13.1 The **penalty for delay** in failing to complete the Works is **R 8 500** (Per Calendar Day)
- 5.14.1 The **requirements for achieving Practical Completion** will be determined by the Employer's Agent (in consultation with the Contractor) and recorded in the minutes of the first Site Meeting / Handover Meeting. (Refer to 1.1.1.24 for a generic definition.) The requirements are to be regularly reviewed with respect to any variations to the Contract.
- 5.16.3 The **latent defect liability** period is **5 Years for All Works and measured from the date of the Certificate of Completion.**
- 6.2.1 **Security (Performance Guarantee):** Delete the word "selected" and replace it with "stated".

The liability of the Performance Guarantee shall be as per the following table:

Value of Contract (incl. VAT)	Performance Guarantee Required
Less than or equal to R 1m	Nil
Greater than R 1m and less than or equal to R 10m	5% of the Contract Sum
Greater than R 10m	10% of the Contract Sum

- 6.5.1.2.3 The **percentage allowance** to cover overhead charges for daywork are as follows:
- **80%** of the gross remuneration of workmen and foremen actually engaged in the daywork;
 - **20%** on the net cost of materials actually used in the completed work.

No allowance will be made for work done, or for materials and equipment for which daywork rates have been quoted at tender stage.

6.8.2 **Contract Price Adjustment Factor:** The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule (GCC 2015 - page 86) with the following Indices / Descriptions / Coefficients:

- The proportion not subject to adjustment: **x = 0.10.**
- The base month will be the month prior to the month in which tenders close.
- The Index shall be based on **December 2016 = 100.**

	STATS SA Statistical Release	Table	Description	Coefficient
• "L" is the "Labour Index"	P0141	Table A	Geographic Indices; CPI per Province; Kwa-Zulu Natal	a = 0.28
• "P" is the "Contractor's Equipment Index"	P0151.1	Table 4	Plant and Equipment	b = 0.28
• "M" is the "Materials Index"	P0151.1	Table 6	Civil Engineering Material (excluding bitumen)	c = 0.38
• "F" is the "Fuel Index"	P0142.1	Table 1	Coke, petroleum, chemical, rubber and plastic products; Coal and petroleum products; Diesel	d = 0.06

6.8.3 Price adjustments for **variation in the cost of the special material(s)** listed below, will be allowed.

Bitumen - escalation will be calculated using the "Rise and Fall" method as determined by the Employer. The base price for bitumen on this contract shall be the ruling price of 40/50 grade bitumen from the Durban Engen Refinery, seven (7) days prior to the closing date of tenders.

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

The **percentage advance** on Plant not yet supplied to Site: **Not Required**

6.10.3 **Retention Money:** Delete the word "selected".

The percentage retention on the amounts due to the Contractor is 5%.

The limit of "retention money" is 5% of the Contract Sum.

Should the Contract Price exceed the Contract Sum then the limit of "retention money" is 5% of the Contract Price.

Interest will not be paid on retention withheld by the Employer.

8.6.1.1.2 The **value of Plant and materials** supplied by the Employer to be included in the insurance sum: **Not Required.**

8.6.1.1.3 The **amount to cover professional fees** for repairing damage and loss to be included in the insurance sum: **R 250 000.**

8.6.1.2 **SASRIA Coupon Policy** for Special Risks to be issued in joint names of Council and Contractor for the full value of the works (including VAT).

8.6.1.3 The limit of indemnity for **liability insurance: R 10 000 000.**

8.6.1.4 **Ground Support Insurance:**

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, against any claim for damages or loss caused by vibration and / or removal of lateral support: **R 2 000 000**.
- Maximum first excess: **R 10 000**.

8.6.1.5 Furthermore, the insurance cover effected by the Contractor shall meet the following requirements:

Third Party Insurance (Public Liability)

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, for the period of the contract, inclusive of the maintenance period: **R 1 000 000**.
- Consequential loss to be covered by policy: **Yes**
- Liability section of policy to be extended to cover blasting: **R 500 000**.
- Maximum excess per claim or series of claims arising out of any one occurrence: **R20 000**.

Principal's own surrounding Property Insurance

- Minimum amount for any one occurrence unlimited as to the number of occurrences against any claim for damage which may occur to the Council's own surrounding property: **R 500 000**.
- Maximum first excess: **R 10 000**.

Insurance of Works

- Minimum amount for additional removal of debris (no damage): **Nil**
- Minimum amount for temporary storage of materials off site, excluding Contractor's own premises: **Nil**
- Minimum amount for transit of materials to site: **Nil**

8.6.5 **Approval by Employer:** At the end of the sub-clause, add the following paragraph:

"Except where otherwise provided in the Special Conditions of Contract, the insurance cover effected by the Contractor in terms of this clause shall not carry a first loss amount greater than those set out below:

Contract Price	First Loss
Less than R 100,000	R 5,000
R 100,000 to R 500,000	R 10,000
R 500,000 to R 1,000,000	R 20,000
R 1,000,000 to R 2,000,000	R 30,000
R 2,000,000 to R 4,000,000	R 40,000
Greater than R 4,000,000	R 50,000

The insurance policy shall contain a specific provision whereby cancellation of the policy prior to the end of the period referred to in Cause 8.2.1 cannot take place without the prior written approval of the Employer."

10.5.1 **Dispute resolution** shall be by standing adjudication.

10.5.3 The **number of members** of the Adjudication Board to be appointed: 1 (One).

C1.2.2.2 DATA TO BE PROVIDED BY CONTRACTOR

1.1.1.9 The legal name of Contractor is:

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

1.2.1.2 The Physical address of the Contractor is:

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

The Postal address of the Contractor is:

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

The contact numbers of the Contractor are:

Telephone:

Fax:

The E-Mail address of the Contractor is:

.....

6.5.1.2.3 The **percentage allowance** to cover overhead charges for daywork are as follows:

- % of the gross remuneration of workmen and foremen actually engaged %
in the daywork;
- % on the net cost of materials actually used in the completed work. %

C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

C1.2.3.1 COMMUNITY LIAISON OFFICER

The Ward Councillor(s) in whose ward(s) work is to be done will, collectively, identify a community liaison officer (CLO) for the project and make the person known to the Contractor within two days of being requested to do so. The Contractor will be required to enter a written contract with the CLO that specifies:

- The hours of work and the wage rate of the CLO (200% of the Civil Engineering Industry minimum wage).
- The duration of the appointment.
- The duties to be undertaken by the CLO which could include:
 - Assisting in all respects relating to the recruitment of local labour.
 - Acting as a source of information for the community and councillors on issues related to the contract.
 - Keeping the Contractor advised on community issues and issues pertaining to local security.
 - Assisting in setting up any meetings or negotiations with affected parties.
 - Keeping a written record of any labour or community issue that may arise.
 - Any other duties that may be required by the Contractor.

Responsibility for the identification of a pool of suitable labour shall rest with the CLO, although the Contractor shall have the right to choose from that pool. The Contractor shall have the right to determine the total number labourers required at any one time and this may vary during the contract.

The Contractor shall have the right to replace labour that is not performing adequately. Should such occasion arise, it must be done in conjunction with the CLO.

Payment: The CLO will be reimbursed from the PC Sum item in the Preliminary & General Section of the Bill of Quantities.

C1.2.3.2 EMPLOYMENT OF LOCAL LABOUR

It is a condition of contract that the contractor will be required to employ local labour as specified in eThekweni Council Policy “The use of CLOs and Local Labour”. The contractor will be required to ensure that a minimum of 50% of the labour force is made up of local labour. For the purposes of this contract, “Local labour” will be deemed to be any **persons who reside within Ward 69**. The contractor will be required to provide proof of authenticity of local labour. Signed confirmation by the appointed CLO will suffice for this.

No additional costs will be entertained due to this Particular Specification. The contractor will remain responsible for providing proper supervision of all labour, and will be responsible for the quality of work produced.

C1.2.3.3 CONTRACTOR PARTICIPATION GOAL (CPG)

It is a condition of contract that the contractor must allow for a minimum of **40%** of the contract value (excluding PC Sum items and Fixed Cost allowances) to be subcontracted to contractors who are >76% PPG (Priority Population Group) owned. Proof of payment to the subcontractors will be required to verify that the minimum has been achieved.

The penalty for not achieving the specified CPG will be 0.5% of the contract value (excluding PC Sum items and Fixed Cost allowances) for every 1% of CPG not achieved.

C1.2.3.4 FTE (Full Time Equivalent) EMPLOYMENT INFORMATION

It is a condition of contract that the Contractor supplies the Employer’s Agent’s Representative with information in respect of the employment of all foremen, artisans and labour (skilled and unskilled) employed to work on this contract. The information required is:

- Initials (per ID doc)
- Last Name (per ID doc)
- ID Number
- Disability (y / n)
- Education Level

Level 1 Unknown	Level 2 No Schooling	Level 3 Grade 1-3	Level 4 Grade 4	Level 5 Grade 5-6
Level 6 Grade 7-8	Level 7 Grade 9	Level 8 Grade 10-11	Level 9 Grade 12	Level 10 Post Matric

- Category of Employment

<p>Category A: Employed as Local Labour for this contract only Category B: Temporarily employed by the Contractor Category C: Permanently employed by the Contractor</p>

In addition, the following information is required in respect of each person listed above, on a monthly basis:

- Number of days worked during the month;
- Daily wage rate;
- Number of training days during the month.

The information is to be forwarded in a format acceptable to the Employer’s Agent’s Representative, but preferably in the form of an emailed EXCEL file (an original file, to be used as a template, will be issued to the Contractor). Contractors without computer facilities will be required to submit a hard copy of the information in a format as agreed to between the Contractor and the Employer’s Agent’s Representative.

In addition to the tax invoice, to be submitted by the Contractor with his monthly statement, mentioned in Clause 6.10.4 of GCC 2015, the Employer reserves the right to withhold payment until the monthly FTE information has been forwarded to the Employer’s Agent’s Representative. No additional payment for complying with the above will be made and the Contractor is to make allowance for complying through the time related P & G items (sum) under Part AA: Preliminaries, of the Bill of Quantities.

C1.2.3.5 PERFORMANCE MONITORING OF SERVICE PROVIDERS

The Contractor shall be subjected to “Performance Monitoring” assessments in terms of the applicable Section of the Employer’s Supply Chain Management Policy.

Key Performance Indicators (KPIs) are specified in the Part C3: Scope of Works, or will be discussed and agreed with the Contractor before commencement of the contract.

C1.2.3.6 EMPOWERMENT STRATEGIES

For contracts above R30m, the 2017 PPPFA Regulations require organs of State to identify tenders, where it is feasible, to subcontract a minimum of 30% of the value of the contract to the following designated groups:

- (a) an EME or QSE;

- (b) an EME or QSE which is at least 51% owned by black people;
- (c) an EME or QSE which is at least 51% owned by black people who are youth;
- (d) an EME or QSE which is at least 51% owned by black people who are women;
- (e) an EME or QSE which is at least 51% owned by black people with disabilities;
- (f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- (g) a cooperative which is at least 51% owned by black people;
- (h) an EME or QSE which is at least 51% owned by black people who are military veterans;
or
- (i) more than one of the categories referred to in paragraphs (a) to (h).

In addition to the above, the eThekweni Municipal Council has adopted a framework for empowerment strategies for contracts between R5m and R30m.

C1.2.3.7 EXCEPTED RISKS (Clause 8.3)

Pursuant to Clause 8.3 of the Conditions of Contract (GCC 2015), the Employer shall not be liable for the payment of standing time costs as a result of the occurrence of any of the "Excepted Risks" as defined under Clause 8.3.

However, the Employer shall reimburse the Contractor in respect of plant de-establishment and re-establishment costs as a result of "Excepted risks" when a written instruction to de-establish is issued to the Contractor.

C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS

C2.1.1 GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents (refer to F.1.2 of the Tender Data).

C2.1.2 PRICING INSTRUCTIONS AND DESCRIPTION OF ITEMS IN THE SCHEDULE

Measurement and payment shall be in accordance with the relevant provisions of Clause 8 of each of the Standard Engineering Specifications referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of C2.1.8.

The descriptions of the items in the Bill of Quantities are for identification purposes only and comply generally with those in the Standard Engineering Specification.

Clause 8 of each Standard Engineering Specification, read together with the relevant clauses of the Scope of the works, set out what ancillary or associated work and activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Engineering Specification, or the Scope of the works, conflict with the Bill of Quantities, the requirements of the Standard Engineering Specification or Scope of the work, as applicable, shall prevail.

C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimates only, and subject to re-measuring during the execution of the work. The Contractor shall obtain the Employer's Agent's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the

General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

C2.1.5 MONTHLY PAYMENTS

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 6.10.1 of the General Conditions of Contract, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress instalments assessed by the Employer's Agent and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

C2.1.4 PROVISIONAL SUMS / PRIME COST SUMS

Where Provisional Sums or Prime Cost sums (PC Sum) are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Any unauthorized changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Bill of Quantities, will be treated as arithmetical errors.

C2.1.6 PRICING OF THE BILL OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required (Rate Only), or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

All rates and amounts quoted in the Bill of Quantities shall be in Rands and Cents and shall include all levies and taxes (other than VAT). VAT will be added in the Summary of the Bill of Quantities.

C2.1.7 "RATE ONLY" ITEMS

The Tenderer shall fill in rates for all items where the words "Rate Only" appear in the "Total" column. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The

Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

C2.1.8 PRELIMINARY AND GENERAL

The Preliminary and General Section is provided to cover the Contractor's expenses incurred in complying with the requirements of the tender documents and consists of the following parts:

- Part AA: Preliminaries
- Part AB: General Specifications
- Part AH: Occupational Health and Safety

Fixed Charge Items: Each item should be priced separately and, subject to the Engineer certifying in terms of **Clause 6.7 of the General Conditions of Contract** that the work has been done, payment will be made as follows:

- (i) the total amount due when the certified value fixed charge items in this section is less than 5% of the net contract price;
- (ii) when the certified value of fixed charge items in this section is greater than 5% of the net contract price, payment will be limited to 5% of the net contract price. The remainder will be paid when the value of the work done under the contract, excluding the value of fixed charge items in this section, is greater than 50% of the net contract price, excluding the value of fixed charge items in this section.

Time Related Items: Any Time Related items not priced shall be deemed to be covered by the prices of other items in the section.

Payment of Time Related items in this section will be made throughout the contract period, the amount per month being the value of the item divided by the completion in months or, if specified in weeks, the equivalent number of months, in terms of **Clause 5.5 of the General Conditions of Contract**. The final monthly increment will only be paid upon the issue of a completion certificate

C2.2: BILL OF QUANTITIES

The Bill of Quantities follows and comprises of 32 pages.

ETHEKWINI MUNICIPALITY: HUMAN SETTLEMENTS

CONTRACTOR GRADING: 6GB (or Higher) and NHBRC registered

**Construction of 208 Top structures Units (40m2) by two (2) Contractors at Lamontville Northwest
Housing Project (Ward 69) – 104 Units per Contractor**

PART 1

PRELIMINARY AND GENERAL

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	SABS 1200 A & AB	SECTION 1: PRELIMINARY AND GENERAL FIXED CHARGE ITEMS				
		NOTES i) The bill of quantities in this section has been prepared in accordance with the SABS 1200 Latest Edition				
1.1	8.3.1	Any contractual requirements for the duration of contract	Sum	1		
2	8.3.2	<u>Establishment of facilities of site</u>				
2.1	8.3.2.1	a) Facilities for engineer (not required)	Sum	1		Rate only
		b) Rain Gauge	No	1		
2.2	8.3.2.2	<u>Facilities for contractor</u>				
2.2.1		a) Offices and sheds	Sum	1		
2.2.2		b) Ablution and latrine facilities	Sum	1		
2.2.3		c) Tools and equipment	Sum	1		
2.2.4		d) Water supplied, electricity and communication	Sum	1		
2.2.5		f) Access	Sum	1		
2.3		Initial health and safety obligations	Sum	1		
2.3.1		Submission of health and safety file	Sum	1		
2.4	8.3.4	Removal of site establishment at the end of contract	Sum	1		
		CARRIED FORWARD				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD				
2.5		SECTION 2: PRELIMINARY AND GENERAL TIME RELATED ITEMS				
2.5.1	8.4.1	Contractual requirement	Sum	1		
	8.4.2	Operation and maintenance of all facilities on site				
2.6.1		a) Rain Gauge	No	1		
2.6.2		b) Provisional sum reserved for use by engineer for undertaking surveys on site	PC Sum	1	R 32 884.80	R 32 884.80
2.6.3		Contractors' markup and profit on item above (Item 2.6.2)	%			
2.7	8.3.2.2	<u>Facilities for contractor</u>				
2.7.1		a) Offices and sheds	Sum	1		
2.7.2		b) Ablution and latrine facilities	Sum	1		
2.7.3		c) Tools and equipment	Sum	1		
2.7.4		d) Water supplied, electricity and communications	Sum	1		
2.7.5		e) Dealing with water	Sum	1		
2.7.6		f) Access	Sum	1		
2.8	8.3.3	Other Time Obligations: Specify Below				
2.8.1		Community Liaison Officer	PC Sum	1	R 182,000.00	R 182,000.00
2.8.2		Contractors' markup and profit on item above (Item 2.8.1)	%	182,000		
2.9		Initial health and safety time related obligations	Sum	1		
3	8.4.3	Supervision for the duration of the contract	Sum	1		
3.1	8.4.4	Company and head office overheads costs for duration of project	Sum	1		
		CARRIED FORWARD				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD				
3.2	8.5	Setting out of site boundaries	No.	104		
3.2.1	8.5	Setting out of raft foundation if required by engineer (Provisional)	No.	104		
		CARRIED TO FINAL SUMMARY PAGE (Preliminary and General)				

PART 2

TOPSTRUCTURES

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5.1	SABS 1200 C 1200 D	<p>SECTION 2 : SUB-STRUCTURE</p> <p>BILL NO. 1 : FOUNDATIONS</p> <p><u>SITE CLEARANCE AND EARTHWORKS TO PLATFORMS AND DEMOLITION</u></p> <p><u>SECTION 1</u></p> <p><u>DEMOLITION</u></p> <p>Allow for demolition of existing building structures including foundations and removal to nearest spoil site (to be located by contractor) approx. 30m²</p> <p><u>REMOVAL AND DISPOSAL OF ASBESTOS</u></p> <p>Take down and remove asbestos roof sheeting from existing house of approximately 30m² in accordance with the applicable Asbestos Abatement Regulations, 2020 (Government Notice R1196 in GG 43893 of 10 November 2020 regulations (as amended) including disposal to an approved disposal facility to be determined by the Contractor.</p> <p><u>BULK EXCAVATIONS, ETC.</u></p> <p>Construct new or extend existing earthwork platforms for raft foundations complete -by excavating in all materials and placing in fill (98% MOD AASHTO compaction) inclusive of benching in slopes steeper than 1:6 graded to fall 1:1.5 cut banks and 1:2 fill banks.</p> <p><i>Inclusive of the following</i></p> <p>a)General clearing and grubbing of platform area</p> <p>b) removal of topsoil 150mm deep</p> <p>c) removal of minor rubble from earthworks</p> <p>d) removal of trees of all girths</p> <p>Platforms 10m wide x 9.5m <i>(Average volume of platform cut to fill -25m³) Removal of existing foundations to spoil measured elsewhere.</i></p> <p>Extra over item above for the importing to fill for platforms, suitable material from within the project boundaries (when instructed by the engineer) (Provision Item)</p>	No	104		
5.2			No	104		
5.3			No.	104		
5.4			m3	382		
CARRIED FORWARD						

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD				
	SABS 1200DM	EARTHWORKS -TRENCHES				
5.5		Excavate on platform for minor pipe trenches not exceeding 450mm deep and 400mm wide -approx. 10m long per unit Inclusive of backfilling and compacting (sewer)	m	1040		
5.6		Excavate on platform 400mm deep x 300mm wide approx. 10m per unit (water)	m	1040		
		SUB TOTAL CARRIED TO FINAL SUMMARY PAGE (EARTHWORKS)				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
6		<p><u>SECTION 3</u></p> <p><u>RAFT FOUNDATIONS</u></p> <p>NOTES</p> <p>i)The Bills of Quantities in this Section has been prepared in accordance with the Sixth Edition of the 'Standard System of Measuring Builders Work' issued by the Association of South African Quantity Surveyors</p> <p>Tenderers are referred to the 'Model Preambles for Trades (2008) Edition' as published by the Association of South African Quantity Surveyors for the full description and specifications of the items included in this Section of the Bills of Quantities.</p> <p>EARTHWORKS</p> <p>SUPPLEMENTARY PREAMBLES</p> <p>Nature of ground</p> <p>The Tenderer must acquaint himself with the nature of the material to be excavated. Excavation in 'earth' shall be defines as excavation in all types of material. No claims will be entertained in this regard.</p> <p>Subterranean water</p> <p>Limited info on seepage areas are available at the time of this tender.</p> <p>Carting away of excavated material</p> <p>Descriptions of carting away of excavated material shall Be deemed to include loading excavated material onto trucks directly from the individual excavations or, alternatively, from stockpiles situated on the building site</p> <p>EXCAVATION, FILLING, ETC OTHER THAN BULK</p> <p>Excavation in earth not exceeding 1m deep including backfilling and compacting holes, over excavations etc. to 98% MOD AASHTO to create 250mm wide trenches for raft beams</p> <p>600mm deep x 800mm square holes for mass concrete pads under raft beam excavations (2 No. scheduled) - Provisional</p> <p style="text-align: right;">CARRIED FORWARD</p>				
6.1		Excavation in earth not exceeding 1m deep including backfilling and compacting holes, over excavations etc. to 98% MOD AASHTO to create 250mm wide trenches for raft beams	m3	508		
6.2		600mm deep x 800mm square holes for mass concrete pads under raft beam excavations (2 No. scheduled) - Provisional	No	208		
		CARRIED FORWARD				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD				
6.3		Extra over all excavations for carting away of surplus material to stockpile on site or spreading and compacting on site where required.	m3	13		
6.4		Risk of collapse of excavations sides of external trench excavations to raft beams note exceeding 1,5m deep.	m2	3299		
6.5		Keeping all excavations free of water subterranean and surface	Sum	1		
		<u>FILLING, ETC</u>				
		<u>Earth filling supplied by the contractor compacted to 98% MOD AASHTO density</u>				
6.6		G5 material under floors, etc	m3	382		
		<u>SOIL POISONING</u>				
6.7		Soil insecticide Under floors, etc including forming and poisoning shallow furrows against foundation walls, etc filling in furrows and ramming	m2	7060		
		<u>Surface Preparation</u>				
6.8		Surface preparation concrete surround slab (apron) excavation and compaction of ground surface under slabs, including scarifying for a depth of 150 mm, breaking down oversized material, adding suitable material where necessary and compacting to 93 % Mod AASHTO density	m2	3047		
		<u>Prescribed Density Test on Filling</u>				
6.9		Modified AASHTO Density test on fill material	No	104		
6.10		Field Density test including "Optimum Moisture Content" on layerworks	No	104		
		SUB TOTAL CARRIED TO FINAL SUMMARY PAGE (EARTHWORKS)				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
7		<p>SECTION 3 : SUB-STRUCTURE</p> <p>FOUNDATION BILL NO. 2 - CONCRETE, FORMWORK AND REINFORCEMENT</p> <p>SUPPLEMENTARY PREAMBLES</p> <p>The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing cost and for submitting reports on the tests to the Engineer. The testing shall be undertaken by an independent firm or institution nominated by the contractor to the approval of the Engineer. (Test cubes are measured separately)</p> <p>Formwork to sides of bases, pile caps, ground beams, etc will only be measured where it is prescribe by the Engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks"</p>				
7.1		<p><u>UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u></p> <p>Surface blinding under footings and based 10MPa/19mm concrete</p>	m3	0		Rate Only
7.2		<p>Mass Concrete pads under raft foundations 600mm square x 800mm deep (1 No. Pad scheduled) - Provisional</p>	m3	60		
7.3		<p><u>REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u></p> <p><u>25MPa/19mm concrete</u></p> <p>Raft Foundations</p>	m3	1119		
		CARRIED FORWARD				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD				
7.4		Concrete surround slab (apron) 20/19 - 100mm thick concrete cast against prepared surfaces inclusive of 150mm deep toe-trench and all minor formwork required and inclusive of a Non slip- Wood Float finish (Mesh measured elsewhere)	m3	343		
		TEST BLOCKS				
7.5		Making and testing 150 x 150 x 150mm concrete strength test cube for acceptance testing (Provisional)	No	104		
		CONCRETE SUNDRIES				
7.6		Finishing top surfaces of concrete raft smooth with a power float finish surface beds, slabs, etc	m2	3800		
		ROUGH FORMWORK (DEGREE OF ACCURACY II)				
7.7		Rough formwork to raft foundation sides Edges, risers, ends and reveals not exceeding 150mm high or wide	m	0		Rate Only
7.8		Edges, risers, ends and reveals not exceeding 450mm high or wide	m	7145		
		REINFORCEMENT				
7.9		Mild steel reinforcement to structural concrete work bars of various diameters for raft foundation	t	0		Rate Only
7.10		High tensile steel reinforcement to structural concrete work bars of various diameters for raft foundation	t	30,472		
		Fabric reinforcement				
7.11		Type 245 fabric reinforcement in raft concrete surface beds raft etc	m2	4160		
7.12		Type 193 fabric reinforcement in surround slab (aprons)	m2	3591		
		CONCRETE SUNDRIES				
7.13		Supply and install bitumen impregnated soft board between vertical raft beam surfaces 450mm high 12mm Bitumen impregnated Soft board Joints not exceeding 450mm high (Between raft foundation)	m	2506		
		CARRIED TO FINAL SUMMARY PAGE (CONCRETE, FORMWORK AND REINFORCING)				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
8		<p>BILL NO. 4 - MASONRY</p> <p>SUPPLEMENTARY PREAMBLE Items, materials or methods to be used specified by trade names or catalogue number are only an indication of the quality required. Items, materials or methods of similar quantity may be used with prior approval from the Engineer prior to submission of Tenders.</p> <p>BLOCKWORK Blockwork shall comply with SABS 0145 "Concrete Masonry Construction"</p> <p>Blocks shall comply with SABS 1215 and shall bear the SABS mark All blocks must be saw cut and not broken with a trowel and price must include for this</p> <p>All blocks are to have a minimum compressive strength of 3.5 Map Description of blockwork shall be deemed to include for wedging and pinning against columns, beams, slabs, etc.</p> <p>SAMPLES Samples of all masonry building units, except those for walls described as "load bearing", shall consist of a minimum of 6 units. Samples of building units to be used in walls described as "load bearing" shall consist of 30 units from every 30 00 units delivered to site</p> <p><u>SUPERSTRUCTURE</u> Blockwork in "Corobrik Corocrete Coroblok" or equal SABS approved 7MPa concrete masonry block in class cement mortar (Inclusive of narrow widths) 140mm Walls in M150 blocks</p> <p>90mm shower kerb one course high in M100 blocks</p> <p><u>BLOCKWORK SUNDRIES</u> 10MPa/19mm Mass concrete filling to cavity of blockwork in compliance with NHBRC building requirements.</p> <p>Bitumen impregnated softboard between vertical block surfaces 12mm Thick for Joints exceeding 300mm high Galvanized blockwork reinforcement</p> <p style="text-align: right;">CARRIED FORWARD</p>				
8.1		Blockwork in "Corobrik Corocrete Coroblok" or equal SABS approved 7MPa concrete masonry block in class cement mortar (Inclusive of narrow widths) 140mm Walls in M150 blocks	m2	9331		
8.2		90mm shower kerb one course high in M100 blocks	m	208		
8.3		10MPa/19mm Mass concrete filling to cavity of blockwork in compliance with NHBRC building requirements.	m3	154		
8.4		Bitumen impregnated softboard between vertical block surfaces 12mm Thick for Joints exceeding 300mm high Galvanized blockwork reinforcement	m	0		Rate Only
		CARRIED FORWARD				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD				
8.5		75mm Wide reinforcement built in horizontally "Fabcon" pre-stressed fabricated lintels 140 × 110mm Lintels in Lengths	m	31192		
8.6		a) Not exceeding 1m	No	208		
8.7		b) Not exceeding 1.4m <u>Galvanised hoop iron cramps, ties, etc</u>	No	832		
8.8		30 × 1.6mm Wall tie 500mm long with both ends built into blockwork	No	2110		
8.9		30 × 1.6mm Roof tie 1.5m long with one end fixed to timber truss and other end built into blockwork	No	2110		
		CARRIED TO FINAL SUMMARY PAGE (MASONRY)				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
9		<p>BILL NO. 5 - WATERPROOFING</p> <p>SUPPLEMENTARY PREAMBLES Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior with approval from the engineer, prior to submission of Tenders.</p> <p>Waterproofing Waterproofing of roofs, basements, etc shall be laid under a ten guarantee. Waterproofing to roofs shall be laid to even falls to outlets, etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn downs</p> <p><u>DAMPROOFING OF WALLS AND FLOORS</u></p> <p><u>One layer of 375 micron "Consol Plastics Brikgrip DPC" embossed damp proof course in walls</u></p>				
9.1		In walls and under window cills	m2	592		
9.2		<p><u>One layer of 250 micron "Consol Plastic Gunplas USB Green" waterproof sheeting sealed at laps with "Gunplas Pressure Sensitive Tape" Under surface beds</u></p> <p>Bottom and sides of ground beam (80m2)</p>	m2	10759		
9.3		"Sika" Cemflex membrane waterproofing fixed in strict accordance to the manufacturers instructions On shower walls	m2	281		
9.4		Additional membrane of 50mm diameter outlet	No	104		
		CARRIED TO FINAL SUMMARY PAGE (WATERPROOFING)				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
10		<p>BILL NO. 6 - ROOF COVERINGS, ETC</p> <p>SUPPLEMENTARY PREAMBLES Items, materials or methods to be used specified by trade names or catalogues numbers are only an indication of the quality required. Items, Materials or methods of similar quality may be used with prior approval for the Engineer, prior to submission of Tenders.</p> <p><u>ROOF COVERINGS -TILES</u></p> <p>420 × 332mm "Marley" or equal approved Double Roman through colour (Slate Grey) concrete roof tiles laid on an including "Marley" 400 micron undertile membrane with 150mm lapped joints and fixed with suitable non-corrosive storm clips as required nailed through underlay to 38 × 38mm sawn softwood battens at 320mm centres</p>				
10.1		Roof covering with pitch not exceeding 25 degrees	m2	6557		
10.2		Apex ridge tiles to match roofing tiles including soaker underlay, additional battens, etc and bedded and pointed in 1.3 cement mortar tinted to match tile colour	m	728		
		CARRIED TO FINAL SUMMARY PAGE (ROOF COVERINGS)				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
11		<p>BILL NO. 7 - ROOF STRUCTURE</p> <p>DESIGN, SUPPLY & INSTALL THE FOLLOWING</p> <p>Tenderers are advised that only timber trusses be considered for the roof structure construction.</p> <p>The tenderer shall ensure that all shop drawings are submitted with their tender for approval by the Engineer.</p> <p>The design, manufacture, supply and installation of the following items shall be under the control of a registered Engineer in accordance with relevant SABS standards. The tenderer shall be required to lodge a written guarantee/certificate for the designed component of each unit from a qualified registered Structural Engineer with the required capability certificate and professional indemnity cover. Tenderers are to refer to drawings annexured to this document. <u>Design, manufacture, supply, hoist and fix in position pre-fabricated timber roof structure complete with necessary wall plates, temporary bracing, designed for roof covering of concrete roof tiles on timber battens with trusses at maximum 760mm centres. To be supplied with two 38mm x 114mm bottom cord runners.</u></p>				
11.1		<p>Roof structure for single storey unit size on plan formed of double pitched roof trusses approximately 6,85m span with 350mm eaves projection on both sides of unit. To be supplied with two 38mm x 114mm bottom cord runners</p>	No	104		
11.2		<p>Extra over last for suitable paint protection to exposed members of timber trusses at eaves</p>	No	104		
		<p>CARRIED TO FINAL SUMMARY PAGE (ROOF CONSTRUCTION)</p>				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
12		BILL NO. 8 - CARPENTRY AND JOINERY				
		SUPPLEMENTARY PREAMBLES Items, materials or methods to be used specified by trade names or catalogues numbers are only an indication of the quality required. Items, Materials or methods of similar quality may be used with prior approval for the Engineer, prior to submission of Tenders. Fixing items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete				
12.1		<u>EAVES, VERGES, ETC</u> "Everite FC77" or equal approved pressed fibre-cement 225× 10mm Fascia boards including galvanised steel H-profile jointing strips	m	1456		
12.2		200 × 80mm Barge boards including galvanised steel H-profile jointing strips	m	1768		
		<u>DOORS, ETC</u>				
12.3		Hollow core flush doors with commercial veneer on both sides suitable for painting hung to steel frames (internal) 40mm Door, 813 × 2032mm high	No	312		
12.4		44mm Framed, ledged and braced batten door 813 × 2032mm high filled in with 22mm V-jointed boarding both sides Hardwood external doors	No	208		
		CARRIED TO FINAL SUMMARY PAGE (CARPENTRY AND JOINERY)				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
13		<p>BILL NO. 9 - CEILINGS, PARTITION AND ACCESS FLOORING</p> <p><u>PREAMBLE</u></p> <p>The contractor is referred to the relevant clauses in the separate documents Model Preambles for Trades (2008)</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Proprietary products in description</u></p> <p>Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Project Manager</p> <p><u>Descriptions</u></p> <p><u>NAILED UP CEILING</u></p> <p><u>6,4mm "Rhino" gypsum plasterboard ceiling</u></p>				
13.1		Ceiling including 38 x 38mm sawn softwood branding at 400mm centres in one direction	m2	3800		
13.2		Extra over ceiling for 650 x 650mm trap door complete with trimmers, frames, cross brander covered with ceiling board and fitted flush in opening complete with hinges	No	104		
13.3		<p><u>"Rhino" gypsum plasterboard cornices</u></p> <p>75mm Coved cornices</p>	m	4880		
13.4		<p><u>"Isortherm" Insulation</u></p> <p>50mm Fibre insulation closely fitted and laid on top of branding between roof trusses</p>	m2	3800		
		CARRIED TO FINAL SUMMARY PAGE (CEILINGS, PARTITIONS, ETC)				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
14		<p>BILL NO. 10 - IRONMONGERY</p> <p>SUPPLEMENTARY PREAMBLES Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from engineer, prior to submission of Tenders.</p> <p>Finishes to ironmongery Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list:</p> <p>BS Satin bronze lacquered CH Chromium plated SC Satin chromium plated SE Silver enamelled GE Grey enamelled AS Anodised silver AB Anodised bronze AG Anodised gold ABL Anodised black PB Polished brass PL Polished and lacquered PT Epoxy coated SD Sanded</p> <p>LOCKS</p>				
14.1		Two lever mortice lockset with chrome plated finish	No	312		
14.2		Three lever mortice lockset with chrome plated finish	No	208		
		BATHROOM FITTINGS				
14.3		Chromium plated toilet roll holder	No	104		
		CARRIED TO FINAL SUMMARY PAGE (IRONMONGERY)				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
15		<p>BILL NO. 11 - METALWORK</p> <p>SUPPLEMENTARY PREAMBLES Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of quality required. Item, materials or methods of similar quality may be used with prior approval from engineer, prior to submission of Tenders</p> <p>Descriptions Descriptions of bolts shall deemed to include nuts and washers Descriptions of expansion anchors and bolts and chemical anchor and bolts shall be deemed to include nuts, washers and mortices in brickworks of concrete</p> <p>Metalwork described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described</p> <p>GALVANIZED PRESSED STEEL DOOR/WINDOW FRAMES Durowin or equal approved 1.2mm thick double rebated frame with adjustable striking plate including pair of steel hinges per door leaf, rubber buffers to the lock jambs and fixing lugs welded on, suitable for 140mm block walls external door</p> <p>Durowin or other equal and approved standard of residential windows</p>				
15.1		Window type NE1 533mm x 654mm high	No.	520		
15.2		Window type NC2 1022mm x 949mm high	No.	104		
15.3		Window type NC2 1022mm x 949mm high	No.	312		
15.4		Window type NC1 533mm x 949mm high	No.	104		
		CARRIED TO FINAL SUMMARY PAGE (METALWORK)				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
16		<p>BILL NO. 12 - PLASTERING</p> <p><u>PREAMBLE</u></p> <p>The contractor is referred to the relevant clauses in the separate documents Model Preambles for Trades (2008)</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Proprietary products in description</u></p> <p>Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Project Manager</p> <p><u>INTERNAL PLASTER</u></p> <p><u>Cement plaster on brickworks or blockwork</u></p>				
16.1		<p>On walls including narrow widths</p>	m2	9160		
16.2		<p><u>EXTERNAL PLASTER</u></p> <p><u>Cement plaster on brickworks or blockwork</u></p> <p>On walls including narrow widths</p>	m2	6450		
		<p>CARRIED TO FINAL SUMMARY PAGE (PLASTERING / BAGWASH)</p>				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
17		<p>BILL NO. 13 -PLUMBING AND DRAINAGE</p> <p>SUPPLEMENTARY PREAMBLES Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of quality required. Item, materials or methods of similar quality may be used with prior approval from engineer, prior to submission of Tenders</p> <p>High density polyethylene pipes: Pipes shall be firmly fixed to walls etc with coloured nylon snap-in pipe clips with provision for accommodating thermal movement and jointed and fixed strictly in accordance with the manufacture's instructions All pipe diameters are nominal external</p> <p>uPVC pipes and fittings: Soil, waste and vent pipes and fittings shall be solvent weld jointed</p> <p>uPVC pressure pipes and fitting : Pipes for water supply shall be of the class stated</p> <p>Pipes of 40mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings</p> <p>Pipes of 50mm diameter and greater shall have sockets and spigots with push in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall cast iron, all similar push-in type joints</p> <p>Fixing of pipes Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls etc, casting in, building in or suspending not exceeding 1m below suspension level</p> <p>Reducing fittings Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reduces he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained.</p> <p style="text-align: center;">CARRIED FORWARD</p>				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<p style="text-align: center;">BROUGHT FORWARD</p> <p>Laying backfilling, bedding, etc. of pipes</p> <p>Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturer's instructions. Where no manufacturer's instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following:</p> <p>SABS 1200 L: Medium-pressure pipelines</p> <p>LD: Sewers</p> <p>LE: Stormwater drainage</p> <p>Pipe trenches etc shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7 and 7 of SABS 1200</p> <p>DB: Earthworks (Pipe trenches)</p> <p>Pipes shall be bedded in accordance with clause 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200</p> <p>LB: Bedding (Pipes).</p> <p>Unless otherwise described bedding of rigid pipes shall be class B bedding</p> <p>Flush pans</p> <p>Flush pans shall have straight or side outlets and "P" or "S" traps as necessary Stainless steel sinks</p> <p>Waste Unions</p> <p>Descriptions of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings sealing around sanitary fittings, etc</p> <p>Joints around sanitary fittings at junction with walls, etc. are to be sealed with an approved silicone sealant and prices shall include for this</p>				
		<p>CARRIED FORWARD</p>				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD				
		<u>SOIL DRAINAGE</u>				
		<u>Normal duty uPVC pipes</u>				
17.1		110mm Pipes laid in and including trenches not exceeding 1m deep extra over normal duty uPVC pipes for fittings	m	1560		
17.2		110mm Bend	No	520		
17.3		110mm Junction	No	312		
17.4		110mm Diameter rodding eye consisting of plain bend at bottom jointed to drain pipe, vertical piping not exceeding 100mm long including all necessary slow bends, cast iron 'ABC' COVER AND FRAME, 150mm thick mass concrete 15Mpa/19mm surrounding all necessary additional excavation, etc	No.	208		
		<u>Precast Concrete Gulleys</u>				
17.5		Precast concrete gulley with 160mm diameter uPVC gulley trap with 110mm diameter outlet and joint to uPVC drain pipe including PVC grating connection	No.	208		
17.6		Location and cutting into side of existing 160mm pipe for and connecting 110mm pipe including inserting 110mm junction	No.	104		
		<u>Sundries to drainage</u>				
17.7		25mm Diameter hole through 140mm block wall and make good on completion (provisinal)	No.	104		
		<u>SANITARY FITTINGS</u>				
		<u>Stainless steel sinks</u>				
17.8		Single end bowl sink size 900 x 535mm with chromium plated grating, waste, plug with stirrup, chain and stay, fixed to block wall with and including gallow brackets (taps, trap elsewhere)	No.	104		
		CARRIED FORWARD				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD				
		<u>Glazed ceramic fittings</u>				
17.9		White basin, size 560 x 405mm, with 38mm chromium plated waste union, with one tap hole, anti-theft plug with spindle fixed to wall with and including two 10mm bolts. (Taps, traps elsewhere)	No.	104		
17.10		White low-level 90 degree outlet WC suite including matching 4,5 litre low flush cistern and heavy duty white plastic double flap seat	No.	104		
		<u>TRAPS, ETC</u>				
17.11		Flexible rubber	No.	104		
17.12		50mm Deep seal rubber P-trap Brass	No.	104		
17.13		50mm Rough brass shower P-trap with CP grating	No.	104		
		<u>TAPS, VALVES, ETC</u>				
17.14		15mm Ballostop valve "Cobra Watertech" or equal approved	No.	208		
17.15		15mm "Cobra 111" Star chromium plated pillar tap	No.	208		
17.16		15mm "Cobra 128" Star chromium plated underwall pattern stop tap	No.	208		
17.17		15mm "Cobra 027" Chromium plated overhead shower arm	No.	104		
17.18		15mm "Cobra 068BJ" Chromium plated shower rose	No.	104		
		CARRIED FORWARD				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BROUGHT FORWARD						
<u>SANITARY PLUMBING</u>						
<u>Soil, waste & vent uPVC pipes</u>						
17.19		50mm Pipes to walls, columns, soffits, etc	m	1144		
17.20		110mm Pipes to walls, columns, soffits, etc	m	281		
<u>Extra over uPVC pipes for fittings</u>						
17.21		50mm Access bend	No.	416		
17.22		50mm Junction	No.	208		
17.23		110mm Access bend	No.	208		
17.24		110m Access Junction	No.	208		
17.25		110mm Pan connector	No.	104		
17.26		50mm "GI One way" vent valve	No.	104		
17.27		110mm "GI Two way" vent valve	No.	104		
<u>WATER SUPPLIES</u>						
17.28		HDPE Class 12 high density polyethylene pipes with plastic compression fittings 16mm Pipes laid in and including trenches not exceeding 1m deep	m	1560		
17.29		16mm Pipes to walls, soffits, etc.	m	2080		
CARRIED FORWARD						

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD				
17.30		22mm Pipes to walls, soffits, etc	m	1040		
17.31		32mm Pipes to walls, soffits, etc	m	520		
		<u>Extra over high density polyethylene pipes for Plasson compression fittings</u>				
17.32		16mm Elbow Fittings	No.	520		
17.33		16mm couplers	No.	520		
17.34		25mm Elbow Fittings	No.	520		
17.35		25mm to 16mm reducer	No.	104		
17.36		32mm Elbow	No.	208		
17.37		32 x25mm Reducing tee	No.	104		
		<u>Extra over high density polyethylene pipes for capillary fittings</u>				
17.38		15mm Fittings Connection	No.	1040		
17.39		Cutting into existing water supply pipe for and including connection with 16mm pipe including all fittings, etc	No.	104		
		<u>RAINWATER DISPOSAL</u>				
		<u>uPVC gutters and rainwater pipes</u>				
17.40		100mm Half round gutters	m	1456		
17.41		75mm Diameter rainwater down pipes	m	1165		
		CARRIED FORWARD				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD				
17.42		Extra over eaves gutters for stopped ends	No	416		
17.43		Extra over gutters for 75mm diameter pipe	No	416		
17.44		EXtra over rainwater pipe for eaves offset 750mm projection	No	416		
17.45		Extra over rainwater pipe for shoe	No	416		
		<u>CONNECTION OF SERVICES</u>				
17.46		Disconnect and re-connection on completion of sewer line including all materials, labour, etc at the municipal connection line including compliance with all municipal requirements.	No	104		
17.47		Disconnect and re-connection on completion of water supply line including all materials, labour, etc at the municipal connection line including compliance with all municipal requirements. Contractor to ensure original municipal water meter remain intact with no damages (any damage to meters will be for contractor's costs)	No	104		
		<u>TESTING</u>				
17.48		Testing the whole of the water supply and sanitary pipe systems including fittings (Rate only)	Sum	0		Rate Only
		CARRIED TO FINAL SUMMARY PAGE (PLUMBING AND DRAINAGE)				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
18		BILL NO. 14 - GLAZING <u>GLAZING TO STEEL</u> <u>WINDOWS WITH PUTTY/BACK</u> <u>PUTTY</u> <u>4mm Clear float glass</u>				
18.1		Panes exceeding 0.1m2 but not exceeding 0.5m2	m2	0		Rate Only
18.2		Panes exceeding 0.5m2 but not exceeding 2m2	m2	355		
18.3		4mm Obscure glass Panes exceeding 0.1m2 but not exceeding 0.5m2	m2	36		
		CARRIED TO FINAL SUMMARY PAGE (GLAZING)				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
19		<p>BILL NO. 15 - PAINTWORK</p> <p><u>PREAMBLE</u></p> <p>The contractor is referred to the relevant clauses in the separate documents Model Preambles for Trades (2008)</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>SABS Specifications</p> <p>High gloss enamel paint : SABS 630 Grade I</p> <p>Oil gloss enamel paint : SABS 631</p> <p>Primers for wood for external work : SABS 678 Type I</p> <p>Primers for wood for internal work : SABS 678 Type III</p> <p>Zink chromate primers for steel : SABS 679 Type I</p> <p>Wash primer (metal etch) : SABS 723</p> <p>Varnish for interior use : SABS 887 Type I</p> <p>Emulsion paints : SABS 1586</p> <p><u>PAINTWORK, ETC TO NEW WORKS</u></p> <p><u>ON FLOATED PLASTER</u> <u>Prepare, stop and apply one coat acrylic fillercoat PVA paint to SABS 1416 and two acrylic PVA emulsion paint to SABS 1586</u></p>				
19.1		On internal walls	m2	9160		
19.2		On external walls	m2	6450		
19.3		<p><u>ON PLATSTER BOARD</u> <u>One coat plaster primer and two coats "Plascon Double Velvet" finishing coat aor other euql and approved</u></p> <p>On ceilings and cornices</p>	m2	4166		
		CARRIED TO FINAL SUMMARY PAGE (PAINTING)				

ITEM	Payment Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
20		<p>BILL NO. 15 - PROVISIONAL AMOUNTS AND MISCELLANEOUS ITEMS</p> <p>The following Provisional Amounts are all NET amounts Provisional Amounts may be omitted or reduced at the Employer' sole discretion and the contractor shall not be entitled to claim for any loss by way of reductions or omissions of any discount, or percentage relating to Provisional Amounts or P.C. amounts or any loss of profit related thereto.</p>				
		<p>MISCELLANEOUS ITEM</p> <p>Construct complete with 2 Precast concrete bearers and 16mm shutter board platform to accommodate 180 Litre water tank over bathroom wall as depicted on drawings and or directed by the engineer.</p>	No.	104		
20.1						
20.2		Supply and install drip tray to tank inclusive of overflow pipe through wall , including all fittings etc	No.	104		
20.3		Allow provisional amount for the use only on instruction by the project manager for the disconnection and reconnection of electricity including internal wiring, plugs, light fittings, distribution box, etc including issuing of certificate of compliance (CoC) by a competent person	PS	1	R1,463,280.00	R1,463,280.00
20.4		Allowance for profit and attendance on item 20.3	%	1,463,280		
20.5		Allow provisional amount for use only on instruction of engineer or project manager for temporary structures to relocate beneficiary .	PS	1	R1,262,500.00	R1,262,500.00
20.6		Allowance for profit and attendance on item 20.5	%			
20.7		Provisional Allowance for Construction Project Manager	PS	1	R 510,848.00	R 510,848.00
20.8		Provisional Allowance for Structural Engineer	PS	1	R 328,328.00	R 328,328.00
20.9		Provisional Allowance for Geotechnical Engineer	PS	1	R 255,424.00	R 255,424.00
20.10		Provisional Allowance for Land Surveyor	PS	1	R 182,416.00	R 182,416.00
20.11		Allowance for profit and attendance on items 20.7 up to 20.10. (The tenderer to add all the amounts).	%			
		CARRIED TO FINAL SUMMARY PAGE (PROVISIONAL SUMS)				

	<u>FINAL SUMMARY</u>	<u>AMOUNT</u>
1	PRELIMINARY AND GENERAL	
2	EARTHWORKS	
3	CONCRETE, FORMWORK AND REINFORCING	
4	MASONRY	
5	WATERPROOFING	
6	ROOF COVERING	
7	ROOF CONSTRUCTION	
8	CARPENTRY AND JOINERY	
9	CEILINGS, PARTIONING AND ACCESS FLOORING	
10	IRONMONGERY	
11	METALWORK	
12	PLASTERING	
13	PLUMBING AND DRAINAGE	
14	GLAZING	
15	PAINTWORK	
16	PROVISIONAL AMOUNTS AND MISCELLANEOUS ITEMS	
	SUBTOTAL	
	ADD 15% VAT	
	TOTAL TO BE POSTED TO FORM OF OFFER IN TENDER DOCUMENT	
	<u>NB:</u>	
1	The client reserves the right to omit any of the above mentioned line items to suite budgetary requirements.	
2	Should the tenderer wish to provide an alternative product, it must be approved by the respective department of eThekweni Municipality and the Housing official	

NAME :

(Block Capitals)

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

DATE:

PART C3: SCOPE OF WORK

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C3.1: PROJECT DESCRIPTION AND SCOPE OF CONTRACT

C3.1.1 Description of Works

The Lamontville Northwest (Ward 69) Rectification Housing Project is located approximately 20 km away from Durban Central Business District (CBD), in the south of eThekweni Municipality.

Houses are defective and are in a state of disrepair. Houses were mainly built of brick and mortar and are approximately and or range from 20 to 30m2 that requires demolition and reconstruction of new 40m2 houses.

The Municipality has taken over the project and intends to rectify houses and or existing structures that have serious structural defects which pose a serious danger to occupants. The rectification of houses will enable the municipality to urgently address this dangerous situation before a calamity occurs.

The scope of work entails providing temporary accommodation, disconnection of services, demolition of defective structures, building new 40 sqm houses, relocating occupants back into new houses. All new houses will be provided with electricity, water and water-borne sanitation and all houses will be enrolled with NHBRC.

The project will deliver 40m2 houses within the same cadastral to achieve densification without changing the layout plan and erven within the project in order to accommodate existing four families.

The scope of work follows the assessment findings of the NHBRC assessment for houses summarized as follows:

- Reconstruction: 208 (Allocation of 104 units per contractor)
- Construction of temporal structures / transit camp where required

The Works are comprised of 2 different Parts under the following headings:

Part 1: Preliminary & General Items

Part 2: Houses

Part 1: Preliminary & General Items and Internal Infrastructure

- a. Site Establishment and Contractual Requirements
- b. Implementation of the Contractor's Health and safety plan
- c. Compliance with the Environmental Management Plan
- d. Accommodating other contractors and service providers on the site

Part 2: Houses (Top structures)

ITEMS/ MILESTONES	QUANTITY
Rehabilitation and / or reconstruction of 40sqm housing units	208
Disconnection & Reconnection of services (water, electricity, communication)	208
Demolition & removal of rubble for dilapidated houses	208

Beneficiary Relocation Grant for Families	208
Health & Safety Officer	208
Environmental Control Officer	208

- a. Construction of foundations and slabs for residential units by main-contractor.
- b. All units are founded on Reinforced concrete raft foundations. Construction of block work on the completed raft foundations will only be permitted after the NHBRC inspectors have inspected and approved the completed works. The main contractor is to ensure that documented proof of the necessary approvals accompanies all certificates for payment.

Provisional Amounts

- a. Construction of residential units, which will to be ceded to Local Sub-Contractors and will be supervised and monitored by the Main-Contractor.
- b. The Top Structure component consists of 40m2 housing unit housing typologies as depicted on the attached drawings and portions of which might be ceded to locally sourced Sub-Contractors but will be managed and monitored by the Main-Contractor.

C3.1.2 Description of Site and Access

The Lamontville Northwest (Ward 69) Rectification Housing Project is located approximately 20 km away from Durban Central Business District (CBD), in the south of eThekweni Municipality.

Refer to Item C4.1: Locality Sketch

C3.1.3 Nature of Ground and Subsoil Conditions

In terms of topography, the site displays undulatory terrain with variable landforms and slope aspects. Gradients are generally gentle with occasional moderate to steep slopes near drainage lines and associated valleys. Landforms include hillsides, valley heads and valley bottoms.

The natural topography of the site has been modified extensively by cut to fill earthworks to facilitate the development of level platforms for houses and other infrastructure. Numerous resultant fill embankments are considered oversteep and have not been properly retained by means of suitable lateral support measures.

A prominent drainage line and associated low-lying/weakly drained valley bottom terrain bisect the site from west to east. Another drainage line is located adjacent to the northern site boundary. Several less prominent tributaries of these drainage lines are generally aligned in a northerly/southerly direction. Standing water and hydrophytic vegetation were observed within these areas.

The site is an existing township with dilapidated houses and serviced with all urban services and infrastructure. Storm-water controls have been formalised along the tar roads, which traverse the site, but not around houses.

C3.2: PROJECT SPECIFICATION

PREAMBLE

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

C3.2.1 GENERAL

PS.1 PROGRAMME, METHOD OF WORK, AND ACCOMMODATION OF TRAFFIC

This Clause is to be read in conjunction with the provisions and obligations as contained in **SANS 1921-1 and SANS 1921-2**.

PS.1.1 Preliminary Programme

The Contractor shall include with his tender a preliminary programme on the prescribed form (**see Part T2.2: Preliminary Programme**) to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

Tenderers may submit tenders for an alternative Time for Completion in addition to a tender based on the specified Time for Completion. Each such alternative tender shall include a preliminary programme similar to the programme above for the execution of the works, and shall motivate his proposal clearly by stating all the financial implications of the alternative completion time.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse **weather conditions** (**refer to Clause 5.12.2.2**) and special non-working days (**refer to Clause 5.1.1.1**) as specified in the in the Contract Data.

PS.1.2 Programme in Terms of Clause 5.6 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to **Clause 5.6 of the General Conditions of Contract**, be furnished within the time stated in the Contract Data (**refer to Clause 5.3.1/2**).

The preliminary programme to be submitted with the tender shall be used as basis for this programme.

Those known, existing services in the area of the works have been depicted on the contract drawings. It is evident, however, that the status of existing service records as far as can be ascertained might not reflect the actual situation in the field. As such, due allowance has been

made in the Bill of Quantities for the proving of services where directed by the Engineer.

PS.1.3.4 Payment

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

PS.2 SERVICES

This Clause is to be read in conjunction with the provisions and obligations as contained in **SANS 1921-1 and SANS 1921-2**.

PS.2.1 Existing Services

The Tenderer's attention is drawn to the numerous existing services in the area. Although every effort has been made to depict these services accurately the positions shown must be regarded as approximate.

PS.2.2 Proving Underground Services

This clause must be read in conjunction with **site conditions details**, the requirements of which shall be extended to cover all earthworks operations whether for trenching or bulk earthworks, in the vicinity 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 Employer's Agent carefully excavate by hand to expose and prove their positions.

The cost of the proving trenches is to be included in the work covered under **earthworks and general preliminaries**.

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

Should any service be damaged by the Contractor in carrying out the works and should it be found that the procedure as 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.

When electrical cables are not in the positions shown on drawings of eThekweni Electricity and cannot be found after proving trenches have been put down, assistance may be obtained by calling an official of the **Works Branch on Telephone No. 311-1111** during office hours, or by contacting **Control on Telephone No. 305-7171** after hours.

It should be noted that 33,000 Volt and 132,000 Volt cables may only be exposed by the eThekweni Electricity's personnel. The cables are usually protected by concrete covering slabs, and therefore if the slabs are inadvertently exposed, excavation work must stop, and the eThekweni Electricity shall be contacted immediately on the above telephone numbers.

Proving of services shall be completed at least two weeks in advance of the actual programmed date for commencing work in the area. The position of these services located must be co-ordinated and levelled by the Contractor, and the information given in writing to the Employer's Agent's Representative.

The requirements of this clause do not relieve the Contractor of any obligations as detailed in the Conditions of Contract or under **Clause 4.17 of SANS 1921-1**.

PS.2.3 New Services and Relocation of Existing

This clause shall be read in conjunction with **Clause PS.1**.

New services are either to be installed by the Contractor as part of the contract or by others during the contract period. In the latter case excavation and subsequent backfilling of the trench from the top of the bedding layer shall generally be carried out by the Contractor.

Relocation of services shall generally be carried out by the relevant services organisation. Generally their work shall include the excavating and bedding the service which will include backfilling to a depth of approximately 300 mm above the service. The remainder of the backfilling shall be carried out by the Contractor.

Generally work shall only commence on the installation of new services once the bulk earthworks have been completed and roughly trimmed to level along a substantial portion of the services route. In addition no sidewalk, verge, median or island shall be surfaced or topsoiled until all work on the services has been completed.

PS.3 FOUNDATION SLABS

PS.3.1 Scope of Works

This specification covers the construction of the foundation slabs.

PS.3.2 Foundation Specifications for Housing Units

All materials to comply with the relevant SABS/SANS codes, and certificates must be provided for ALL materials being delivered to site. Non SABS/SANS materials will not be permitted. All defective material will be condemned and instructed to be removed from site.

1	Earthworks
1.1	Bulk Earthworks for the platforms are specified and measured under Section 13 of the Bills of Quantities
1.2	Earthworks for foundations to conform to SABS 525 DA and PSD of Project Specifications. As such, all material excavated for foundation slabs will be measured as either soft or hard. No material will be classified as intermediate. In addition, no compensation will be given for restricted excavation as per PSD.

1.3	Area below surface bed to be compacted to 93% Mod AASHTO Density
1.4	Soil poisoning to be applied to the area below the housing unit in accordance with SANS 10124. The contractor to provide a certificate from the supplier for each housing unit
1.5	Trimming and shaping the platform will fall under Section 6 of the Bills of Quantities
2	Concrete, Formwork and Reinforcing
2.1	All concrete formwork and reinforcing as per structural drawing details (Drawing No's 08KC05-201 to 203) and complying with SABS 525G
2.2	Raft surface to have a power float finish
2.3	All spacers to be plastic type or 25MPa blocks with steel ties. Steel for surface bed slab to be held in position using steel stools on spacers as described above.
2.4	Contractor to take 3 No. concrete cubes for each batch of concrete. 1 No. cube to be crushed at 7 days, and the other 2 No. at 28 days. Test results from the supplier will NOT suffice. Testing to be carried out by an independent laboratory.

PS.3.3 Measurement and Payment for Foundation Slabs

Measurement and payment for the construction of the foundation slabs will be per number of completed slabs for the various types of “top structures”.

This will include all excavations for the slabs (only hard rock removal will be paid for separately under Section 13 of the Bills of Quantities), all plant, labour, and materials necessary to complete the slabs, company overheads, profit, testing etc.

NOTE: NO PAYMENT SHALL BE MADE UNTIL ALL TESTS, SABS CERTIFICATES AND TEST RESULTS HAVE BEEN RECEIVED AND APPROVED BY THE ENGINEER IN WRITING.

PS.4 TOP STRUCTURE CONSTRUCTION

PS.4.1 Finishing Schedules for All Units

Finishing schedules are to be read in conjunction with the Tender Drawings contained in Appendix D of this Tender Document and the Model Preambles for Trades 2008 (contractor is to obtain their own copy of this document and ensure that a copy is on site at all times).

All materials to comply with the relevant SABS/SANS codes, and certificates must be provided for ALL materials being delivered to site. Non SABS/SANS materials will not be permitted. All defective material will be condemned and instructed to be removed from site.

FINISHING SCHEDULES FOR HOUSING UNITS

1	Earthworks
1.1	Bulk Earthworks for the platforms are measured in the “services bills”
1.2	Earthworks for foundations to conform to SABS 525 DA. Extra over rates have been allowed for in the provisional sums for “hard rock” and “soft rock” as defined in the Model Preambles for Trades 2008.
1.3	Area below surface bed to be compacted to 93% Mod AASHTO Density
1.4	Soil poisoning to be applied to the area below the housing unit in accordance with

	SANS 10124. The contractor to provide a certificate from the supplier for each housing unit
1.5	Trimming and shaping the platform will fall under Section 15 of the Bills of Quantities
2	Concrete, Formwork and Reinforcing
2.1	All concrete formwork and reinforcing as per structural drawing details
2.2	Raft surface to have a power float finish
2.3	All spacers to be plastic type or 25MPa blocks with steel ties. Steel for surface bed slab to be held in position using steel stools on spacers as described above.
2.4	Contractor to take 3 No. concrete cubes for each batch of concrete. 1 No. cube to be crushed at 7 days, and the other 2 No. at 28 days. Test results from the supplier will NOT suffice. Testing to be carried out by an independent laboratory.
3	Precast Concrete
3.1	Concrete air-vents to be installed above each window (contractor to submit sample for approval)
3.2	Pre-cast concrete sills to be installed below all windows (contractor to submit sample for approval)
4	Masonry
4.1	External walls to be 140mm 4Mpa concrete blocks to SABS 1215
4.2	Internal walls to be 90mm 4Mpa concrete blocks to SABS 1215
4.3	Brick force to suit 140mm wall to be manufactured from hard drawn steel wire conforming to BS 785 and shall consist of two 2.8mm diameter main wires with 2.5mm diameter cross wires at 300mm centres welded at intersections or standard NHBRC brick force every 3rd course (75mm gauge)
4.4	Building sand for plaster and mortar is to comply with SABS 1090.
4.5	Mortar shall be Class II
4.6	Cement to be Portland blast furnace cement and to comply with SABS 626. Cement is to be kept free from moisture at all times.
5	Waterproofing
5.1	DPC to walls (375 microns thick plastic) 150mm wide to be installed under all external walls with a minimum of 150mm lap except at junctions and comers to comply with SABS 952 (Type B)
5.2	Damp proof membrane below foundations and slab to be 250 microns water proof sheeting to comply with SABS 952 (Type C)
5.3	Shower and cement brick lip to be sealed using an approved Cemflex sealant both sides and top of the cement bricks as well as 200mm high on the unit walls within the shower
6	Roof Coverings, etc.
6.1	Polypropylene (400 microns thick plastic) undertile membrane to be installed below the roof tiles.
6.2	Concrete roof tiles (green in colour) to SANS 542. Concrete roof tiles to be fitted with approved storm clips
6.3	Nutec barge boards (80x200x9mm) required on all units.
6.4	Nutec fascias (225x9mm) required on all units.

7	Carpentry and Joinery
7.1	External doors to be SA Pine frame and ledge
7.2	Internal doors to be Masonite Hollow Core flush
7.3	Timber roof trusses to be designed to manufacturers specifications including TR1 and TR2 certificates. Shop drawings to be submitted to the Engineer for approval before manufacturing. The design, manufacture and transportation of the roof trusses shall comply with SANS 1900, SANS 10160, and SANS 10163.
8	Ironmongery
8.1	External doors to be fitted with a 3 leaver Union lock-set complying with SANS 4
8.2	Internal doors to be fitted with a 2-lever union lock-set complying with SANS 4
9	Ceilings, Partitions and Flooring
9.1	Gypsum plasterboard ceilings to be installed in each unit, to comply with SANS 266.
9.2	Gypsum cove cornice to be installed in each unit, to comply with SANS 622.
10	Metalwork
10.1	All door frames (both external and internal) to be steel to comply with SABS 1129. Doorframes are to be 1.2mm thick red oxide primed after fabrication in accordance with SABS 909. Frames are to suit door size 813 x 2032mm and fitted with two 100mm steel hinges and adjustable strike plate.
10.2	All window frames to be steel to comply with SABS 1129. Window frames are to be 1.2mm thick red oxide primed after fabrication in accordance with SABS 909.
11	Plastering
11.1	All external walls to be plastered
11.2	Plaster shall be Class II
12	Plumbing and Drainage
12.1	Full plumbing to all bathroom and kitchen fittings.
12.2	To include all external pipe work including inspection eyes and vent pipes.
12.3	Connecting into existing sewer mains (include rodding eye)
12.4	Full plumbing connected to water meter. No geyser but 22 mm dia polycop pipe with stop-end provided for above toilet for future geyser.
12.5	White ceramic pan and close coupled cistern, on brackets.
12.6	Hand wash basin to by SANS approved white ceramic
12.7	Shower rose and chrome plated steel arm.
12.8	Rendered shower floor to slope towards outlet, with gulley and grating.
12.9	1.2m stainless steel kitchen sink with single drain board installed to SANS 242
12.10	Plumbers certificate upon completion.
	uPVC Piping and fittings to comply with SABS 791 and SABS 967. Polypropylene pressure piping to comply with SABS 1315. Polyethylene pressure piping to comply with SABS 533. Taps and stop taps shall comply with SABS 226 Class 2. Pans to comply with SABS 497.

	Cisterns to comply with SABS 821 and to include fixing bolts.
12.11	All sewer pipelines, sanitary fittings and water supply pipes shall be tested by the contractor in the presence of the Engineer's Representative.
12.12	UPVC half round gutters to all units fixed with falls to outlets on brackets as supplied by the manufacturer, screwed or bolted to fascias, to comply with SANS 11.
12.13	75mm UPVC downpipes to all units fixed to walls with patented UPVC clips and holderbats as supplied by the manufacturer of the pipes, to comply with SANS 11.
13 Glazing	
13.1	3mm clear glass to all windows with 4mm obscure glass to toilet window.
14 Paintwork	
14.1	Steel door and window frames to be primed and painted with 2 coats white enamel.
14.2	SA Pine frame and ledge external doors to be painted with 2 coats clear exterior varnish.
14.3	Hollow core flush panel doors internally, primed and painted with 2 coats white enamel.
14.4	External walls to be painted with 1 x undercoat/primer and 2 x coats of emulsion paint to SANS 1586 (colours to be confirmed).
15 External Works	
15.1	Each site to be cleared of all rubble and platform trimmed to allow at least a 100mm show around the housing unit and shaped to allow stormwater to flow away from the housing unit.
15.2	Platform to have at least 1m space around the housing unit at a slope of 1:100 away from the structure
15.3	Electrical supply and internal fix
15.4	Lot numbers to be painted onto the front wall of each unit, after the second coat of paint has been applied and given sufficient time to dry. A stencil is to be used when painting the numbers and the numbers are to be 150mm in height.

PS.4.2 Variations in the Number of Units Per Unit Type

The tenderer must take note that there may be minor variations to the number of units for each house type to those numbers indicated in the Bills of Quantities for the construction of the "top structures". The tenderers must take note of this possible occurrence and make allowance for this in the Preliminary & General section in the Bills of Quantities if they feel that there may be a cost implication.

PS.4.3 Measurement and Payment

The price for each "top structure" unit type is to include for the following:

- The construction of units completes including all finishes as per the relevant drawings.
- The completed structures will be subject to the normal 3-month defects liability period.
- The sewer must be taken to the boundary and connected to the mains.
- The water line will need to be taken to the boundary and connected to the meter.
- The assistance with the obtaining of the D4 and handover letter from the beneficiary.

The obtaining of the Occupation Certificate.

Once the top structure is completed, the platforms are to be trimmed to falls and ensure storm water flows away from the top structure.

Cleaning of the site on completion of each top structure.

Payment shall be as follows:

% Payments will be made on completed milestones as indicated overleaf:

Foundation	25% of full house price
Superstructure	30% of full house price
Roof	25% of full house price
Finishes and clean up	20% of full house price

Retention will be as stipulated in the Contract Data.

NOTE: NO PAYMENT SHALL BE MADE FOR EACH STAGE UNTIL ALL TESTS, SABS CERTIFICATES AND TEST RESULTS HAVE BEEN RECEIVED AND APPROVED BY THE ENGINEER IN WRITING.

PS.4.5 Tender documents applicable to construction of top structures:

The Standard Tender Documents issued by the Employer as listed on the INDEX page of the tender document.

Top Structure Drawings, accompanying the Tender Document.

Contract Price Adjustment clause 6.8.2.1 as stated in the CONTRACT DATA, shall be applicable to this section of the contract.

Preliminaries: The “ASAQS (Association of South African Quantity Surveyors) Preliminaries, November 2007 Edition,” as amended in the SPECIAL CONDITIONS OF CONTRACT, shall be applicable to this contract.

Trade Preambles: The “Model Preambles for Trades – 2008”, as recommended by The Association of South African Quantity Surveyors shall apply to this section of the contract and is obtainable from the Association of South African Quantity Surveyors or Building Industries Federation South Africa (BIFSA).

In addition, Tenderers are advised, in their own in interest, to obtain their own copies of the following acts, regulations, and standards referred to in this part of the tender document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprise and labour.

- The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 63 (Government Gazette No 25207 of 18 July 63, Notice No R1010).
- The Construction Industry Development Board Act No 38 of 68 and the Regulations in terms of the CIDB Act 38/68, Government Notice No 692 of 9 June 64.

- The Preferential Procurement Policy Framework Act No 5 of 68, and the Preferential Procurement Policy Framework Act Regulations (2017).

PS.4.6 Sub-Contracting of the Top Structure Contract:

Prospective tenderers are to take note that they will be required to sub-contract the **whole of the works**, i.e., top structure part but excluding the foundation and slab, to appropriately graded CIDB GB or GBPE sub-contractors with valid NHBRC registration from within the ward area of the project. To assist the main contractors in achieving this requirement, the employer will endeavour to provide prospective tenderers with a list of suitable eligible subcontractors from within the project ward area during the tender phase of this project. In the event of there not being any suitable contractors within the project ward area or immediate surrounding areas, the appointed contractor shall be permitted to source suitable qualifying (CIDB and NHBRC registrations) sub-contractors from within the eThekweni Municipality boundary. It will remain the sole responsibility of the main contractor to Plan, manage and monitor the work undertaken by the subcontractors under their control until practical completion is achieved on the top structures. ***It is important to note that the work subcontracted (excluding platforms and slabs) will not form part of the CPG target stipulated in the tender document and will be excluded from consideration when determining their overall CPG quota.***

PS.4.7 Practical Completion for Top-Structures

On achievement of practical completion of the top structures, the contractor is required to hand over manuals etc. related to the works as listed in the table below to achieve final completion:

(N/A denotes not applicable to project)

1) Electrical & Plumbing Installation	2) Raft Foundation Certificate
3) Timber Truss Design Certificate	4) Concrete Cube & Block Test results
5) Glazing Certificate	6) Soil Poisoning Certificate
7) First Floor Slab certificate	

PS.5 CONSTRUCTION OF TEMPORARY ACCOMMODATION

PS.5.1 Scope of Works

There is a possibility that three different sized temporary accommodation units will be provided. The temporary accommodation is to be built in accordance with the following design and specifications:

HOUSE DIMENSIONS

20m² quad unit

The footprint size of the house is 5400mm x 3750mm

The houses will be built in groups of 4 with a size of 10800mm x 7500mm overall

30m² double unit – mono roof

The footprint size of the house is 4200mm x 7387mm

The houses will be built in groups of 2 with a size of 4200mm x 14775mm overall

30m² double unit – dual pitch roof

The footprint size of the house is 4200mm x 7422mm

The houses will be built in groups of 2 with a size of 8400mm x 7422mm overall

FLOOR

The floor will be a 75mm, 15 Mpa wood floated slab, with a show of 150mm.

WALLS

The walls will be made up of partition units as follows:

9mm fibre cement flat sheets 525mm x 900mm fixed to a C-channel frame on the external face

The front of the house is 2100mm high

The rear of the house is 2400mm high

The sides of the house slope between the front and back

All joints in partitions to be sealed with an acrylic sealer

External faces of the walls to be painted with an external quality PVA paint

A waterproofing membrane to be applied along the joint between the slab and the walls

ROOF

The roof is 0.4mm thick IBR galvanised sheeting

The centre is supported by a 100mm x 50mm x 2mm lipped channel primed with a grey primer

IBR spondor closures to be fitted between the roof sheets and the top of the wall. Cranked roof sheets are to be used for the quad (4) format.

WINDOWS

Primed metal windows fitted with clear glass to the front and sides of the house (as per the plan).

DOORS

House to be fitted with a frame and ledged pine door primed with a wood sealer.

30m² unit to have an internal Masonite hollow core door.

Two galvanised 150mm pad bolts to be fitted, one on the external face and one internally.

One padlock supplied per house.

TEMPORARY ABLUTIONS

Temporary ablutions will comprise containers, converted to toilet facilities that consist of 3 toilets, 3 showers and 3 wash hand basins per container. These containers will be connected to the municipally water and sewer mains

STANDPIPES

A standpipe will comprise a 525mm diameter concrete manhole ring with standpipe encased in a 75mm diameter pipe filled with concrete with a concrete floor shaped towards a centre gully connected to the sewerage reticulation. One standpipe will be positioned outside each ablution container

PS.6 MATERIALS

NOTE: All materials to comply with the relevant SABS specification

CEMENT

Cement to be Portland blast furnace cement and to comply with SABS 626. Mix is to be kept free from moisture at all times.

READY BLEND (IF APPLICABLE)

Ready Blend to be 19mm stone and to comply with SABS 525G. Stone to comply with SABS 1083 and sand to comply with SABS 1090.

BUILDING SAND

Building sand for plaster and mortar is to comply with SABS 1090.

CONCRETE BLOCKS 140mm and 90mm

Concrete masonry units to be M140 and M90 with a minimum crushing strength of 4 MPA and to comply with SABS 1215.

TIMBER: RAFTERS AND PURLINS: - (IF APPLICABLE)

Timber shall be in accordance with SABS 563. Jointing will only be permitted where the required length is unobtainable. The minimum number of joints will be permitted and joints are to be finger jointed complying with SABS 096.

STEEL WINDOWS

Steel Windows to comply with SABS 727 and to be residential open out windows from relevant sections (F7, FX7, F4B and T6). Windows to be red oxide primed after fabrication in accordance with SABS 909. Glazing has been measured elsewhere. All fittings to be solid brass.

GLASS COMPLETE FOR WINDOW

Glass to comply with CKS Specification 55. Glass to be 3mm thick float glass to suit opening size for windows described.

PUTTY

Putty to comply with SABS 680. Putty is to be Type 11 to suit steel sashes.

ROOF SHEETS: - (IF APPLICABLE)

Roof sheets to be 0.4mm thick galvanised steel with 10.5 corrugations per width coated on both sides with a minimum of 275g zinc per m2 all in accordance with SABS 934.

Alternate sheet to be Nutec fibre cement Big Six profile sheets manufactured from a combination of Portland cement, silica and organic fibres.

4mm GALVANISED WIRE

Wire mesh to be hot dipped galvanised in accordance with SABS 763.

BRICKFORCE (140mm WALL)

Brick force to suit 140mm wall to be manufactured from hard drawn steel and shall consist of two 2.8mm diameter main wires with 2.5mm diameter cross wires at 300mm centres welded at intersections, or standard NHBRC brick force.

NAILS 75mm

Nails to be 75mm long galvanised wire nail

ROOF SCREWS: - (IF APPLICABLE)

Roof screws are to be galvanised 5.6mm diameter, 2.2mm pitch, 17-point drive screws

BB SALIGNA DOOR (F+L): SIZE 813 x 2 032mm:-

Doors to be manufactured from wrot SAP complying with Softwood joinery timber SABS 1359, comprising S.A.P. frame with double top and bottom rails, hinge blocks and lock blocks covered on both sides with finger jointed tongued and grooved v-jointed boarding with weather and boil proof adhesive.

FENCING

Galvanised wire mesh fencing shall comply with SABS 1373. Posts and stays shall comply with CKS 451.

PLUMBING MATERIALS

UPVC Piping and fittings to comply with SABS 791 and SABS 967.

Polypropylene pressure piping to comply with SABS 1315.

Polyethylene pressure piping to comply with SABS 533.

Copper piping to comply with SABS 460.

Compression fittings for copper piping to comply with SABS 1067.

Taps and stop taps shall comply with SABS 226 Class 2.

Pans to comply with SABS 497.

Cisterns to comply with SABS 821 and to include fixing bolts.

MORTICE LOCK: 2 & 3 LEVER

Lock furniture, etc., to comply with SABS 4. Mortice lock to be chrome plated two lever zinc alloy lockset as Solid ART 390/311 or other approved.

DAMP PROOF MEMBRANE

Damp proof membrane to be 250 microns Type C waterproof sheeting and is to comply with SABS 952.

STEEL DOOR FRAME (140mm BLOCKWORK)

Steel door frames to comply with SABS 1129. Door frames are to be treated with 1.2mm thick red oxide primed after fabrication in accordance with SABS 909. Frames are to suit door size 813 x 2032mm fitted with two 100mm steel hinges and adjustable strike plate. Butt hinges to be steel butts with loose pins welded to frames.

LINTOLS

Precast prestressed concrete lintols are to be manufactured from 35 MPA concrete with 13mm stone suitable reinforced with stressed high tensile wire with a tensile strength of at least 1350 MPA. Exposed faces of lintols to be finished smooth form the mould.

ROOF KIT :- (IF APPLICABLE)

Roof covering to be cement roof tiles on truss system, braced and supported to min.17.5 deg. to max 26 deg. Pitch inclusive of ridging tiles battens, tilting battens and approved underlay, if required, all to an engineers design specification. Roof kits to be similar to that available from Lafarge or Dezzo Roofing.

PS.6.1 Measurement and Payment

A provisional sum has been allowed in the bills of quantities for the construction of temporary accommodation. The number of units to be constructed and their location will only be determined once on site. The contractor will be required to obtain three quotations from approved suppliers/contractors to supply and erect the temporary accommodation.

Provision has also been made for the tenderer to tender a mark-up on this item to cover all costs associated with the provision of the temporary accommodation. This mark-up / handling fee is to cover all costs associated with obtaining quotations, procuring the supplier/contractor, insurances, supervision of the construction, all overheads and profits.

No additional costs will be entertained.

PS.7 MANAGEMENT OF THE ENVIRONMENT

The Contractor shall pay special attention to the following:

PS.7.1 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 Employer's Agent 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 were directed by the Engineer.

PS.7.2 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.

PS.7.3 Environmental Management Plan

In addition to the above, all requirements according to the Environmental Management Plan as detailed in **C3.4: Particular Specifications**, will be adhered to.

PS.8 OCCUPATIONAL HEALTH AND SAFETY

PS.8.1 General Statement

When considering the safety on site the Contractor's attention is drawn to the following:

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

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of Section 37(2) of the Occupational Health and Safety Act.

PS.8.2 Health and Safety Specifications and Plans to be submitted at tender stage

PS.8.2.1 Employer's Health and Safety Specification

The Employer's Health and Safety Specification is included in **Part C3.4: Particular Specifications**.

PS.8.2.2 Tenderer's Health and Safety Plan

At tender stage only a brief overview of the tenderers perception on the safety requirements for this contract will be adequate. This will be attached to **Part T2.2: Contractor's Health and Safety Plan**.

Only the successful Tenderer shall submit a separate Health and Safety Plan as required in terms of Regulation 7 of the Occupational Health and Safety Act 1993 Construction Regulations 2014, and referred to in **Part T2.2: Contractor's Health and Safety Plan**.

The detailed safety plan will take into consideration the **site specific risks as mentioned under PS.8.1** and must cover at least the following:

- (i) A proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 9 to 29;
- (ii) Pro-active identification of potential hazards and unsafe working conditions;
- (iii) Provision of a safe working environment and equipment;
- (iv) Statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 7*);
- (v) Monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (vi) Details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 8 and other applicable regulations; and
- (vii) Details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014.

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

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

A generic plan will not be acceptable.

PS.8.3 Cost of compliance with the OHS Act Construction Regulations

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's

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

Items that may qualify for remuneration will be specified in the Employer's Health and Safety Specification.

PS.9 SITE SECURITY

The Contractor shall, for the duration of the contract, provide sufficient security and watchmen to adequately ensure the safety and protection of the works, the Contractor's staff, including local labour and subcontractors, and all site plant and construction equipment required for the works.

Site Security, in conjunction with the SAPS (where necessary), shall be responsible for removal of disruptive elements, that may interrupt the progress of the contract through acts such as, but not limited to, intimidation, threats of disruption, violent disruption, or criminal and illegal activity by the local community or independent organisations or entities that may result in slowing down or partial or total stoppage of the works.

Payment for this item shall be made under Section 1, Part AB of the Bill of Quantities.

PS.10 PERFORMANCE MONITORING OF SERVICE PROVIDERS

The performance of service providers that have been selected to provide assistance in the provision of a municipal service, otherwise than in circumstances where Chapter 8 of the Municipal Systems Act applies, is required, by Section 116 of the Municipal Finance Management Act, to be monitored and reported on (see Cl.53 of the SCM Policy).

Appropriate key performance indicators (KPIs) for the contract must be set by the Municipality as a yardstick for measuring performance.

The following KPIs will be applicable to this contract:

- (a) Serviced sites – sites benefitting from access to either road, water, sanitation and/or stormwater
- (b) House/Unit – slab, wall plate, roof and finishes

PS.11 EMPLOYMENT OF LOCAL LABOUR

The Sub contractors will be required to employ local labour as specified in the Relevant project Specifications - “The Use of CLOs and Local Labour” of this Contract document. The contractor will be required to ensure that a minimum of 50% of the labour force on the top structure is made up of local labour. For the purposes of this contract, “Local labour” will be deemed to be any persons who reside within the ward areas of the project. The contractor will be required to provide proof of authenticity of local labour. Signed confirmation by the appointed CLO will suffice for this.

No additional costs will be entertained due to this Particular Specification. The main contractor and sub-contractor will remain responsible for providing proper supervision of all labour, and will be responsible for the quality of work produced

C3.3: STANDARD SPECIFICATIONS

C3.3.1 Listing of Standard Specifications

NOT APPLICABLE

C3.3.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS

C3.3.2.1 PLANT AND MATERIALS

C3.3.2.1 Plant and materials supplied by the employer
None

C3.3.2.2 Materials, samples and shop drawings
The Contractor shall, when so ordered, deliver to an approved testing laboratory, samples of materials to be used in the Works. No laboratory for use by the Engineer will be required. However, the Contractor shall provide and maintain his own equipment to do all the soil and density tests required to enable him to fulfil his obligations in terms of the specifications in this regard. The cost of other control tests required to be done by the Engineer shall be paid for from the Provisional Sum allowed in the Bills of Quantities for this purpose.

Should the Contractor wish to utilise any materials other than those specified on the working drawings or specified in the standard specifications, project specifications or bill of quantities, the Contractor will be required to submit to the Engineer in writing requesting the use of the alternative material. This written request must be accompanied by sufficient information (test results, comparative tests, certificates etc.) to enable the Engineer to make an informed decision.

C3.3.3 CONSTRUCTION EQUIPMENT

C3.3.3.1 Requirements for equipment
The Contractor must ensure that plant and equipment as tendered in the Returnable Documents of the Tender Document are the minimum plant and equipment on site to carry out the works. In addition, the Contractor must ensure that all plant and equipment use on site are in good working order and are utilised for their intended purposes, and that the plant and equipment are insured against all eventualities.

C3.3.4.2 Equipment provided by the employer
None

C3.3.4 EXISTING SERVICES

C3.3.4.1 Known services

Certain of the Works to be constructed under this Contract are in close proximity to existing works, structures, and equipment. This will necessitate great care being taken by the Contractor when constructing the Works to be carried out under this Contract.

Certain Works forming part of this Contract will be carried out in the vicinity of existing services. Great care will have to be taken when working in proximity to these services. Information will be supplied to the Contractor by the Engineer indicating the approximate positions of these services and the Contractor will be expected to locate these by hand excavation before any excavation operations commence. Any problems encountered shall be immediately brought to the attention of the Engineer.

The Contractor shall take all necessary steps to ascertain the location of existing services before commencing any section of the Works and shall exercise the greatest care when working in the vicinity of such services. No more than three weeks and not less than one week before commencing his operations in any particular area, the Contractor shall request the latest available drawings showing the location of services already installed.

In addition, certain items of work require to be connected to existing works. The new work must therefore be coordinated and arranged in such a manner so as to cause minimum interference with the existing work and must also be carried out so as to match and blend in with the existing work.

No additional payment will be made for the care required or for any additional costs incurred by the Contractor when constructing in the proximity of existing works or survey pegs, etc., nor will payment be made for connecting any new works to existing works, except where specifically allowed for in the Bills of Quantities. The Contractor must therefore allow for all such costs in his tendered rates in the Bills of Quantities.

C3.4.5.2 Treatment of existing services

Where existing services are either indicated on drawings supplied to the Contractor or indicated on site, or in the course of excavation the Contractor shall lay bare any water mains, pipes, cables, telegraph cables or telephone poles, or any existing structures, these shall be severely shored, strutted or slung and sufficiently protected to ensure that no damage shall be done to them until filling has been placed around them. In the case of electric and communication cables, if these shall be exposed in the course of excavation, the Contractor shall not refill the excavation around such cables until the cables have been inspected and passed as intact by their respective owners. The costs of exposing these services, protecting, maintaining and repairs necessitated by damage caused by the Contractor must be included in the rates measured as specified in Sub-Clause 8.3.2(a) of SABS 525 DB.

C3.3.4.2 Reinstatement of services and structure damaged during construction

The Contractor shall take all necessary steps to protect any existing works whatsoever against damage which may arise as a result of his operations on Site. The Contractor shall bear the cost of the repair of damage to any service, the possible existence of which could reasonably have been ascertained by him in good time.

Where the Contractor is responsible for damage for which repairs have to be carried out by an outside authority, the costs of these repairs will be recovered by means of a deduction from the Contractor's Payment Certificate. The Employer will attend to the payment of monies due to outside authorities.

C3.3.5 SITE ESTABLISHMENT

C3.3.5.1 Service and facilities provided by the employer

Source of Water Supply

The Contractor may make application to the Municipality's Water Division for a clean water supply point, but shall bear all the costs for the installation of such supply point. Water used by the Contractor from the Employer's mains will be charged for at the tariffs ruling at the time of use.

The Contractor shall make himself thoroughly acquainted with the regulations relating to the use of water and shall take adequate measures to prevent the wastage of water.

The Employer accepts no responsibility for the shortage of water due to any cause whatsoever, nor additional costs incurred by the Contractor as a result of such shortage. The Contractor shall take note that no direct payment will be made for any costs incurred for the provision of a water supply point nor for the cost of water drawn. Payment for the aforementioned shall be deemed to be covered by the rates and prices tendered and paid for the various items of work included under the Contract.

Source of Power Supply

The Contractor is to make his own arrangements with the Electricity Department for a supply of electricity, if required, and shall pay establishment and consumption costs at the tariffs ruling at the time.

Location of Camp and Materials storage area

The camp site and storage area will be indicated to tenderers at the site inspection for the contract. The Contractor shall confine his camp and storage of materials to the areas designated. On completion of the construction works the surface of the areas utilised shall be re-instated.

C3.3.5.2 Facilities provided by the contractor

Temporary Offices

The Engineer currently has an office and any additional requirements for this office is specified in clauses AB 3.2 and PSAB 1. Site meetings will be held in the Contractor's site office. These offices and associated facilities will require monthly servicing and maintenance.

Sanitary Facilities

The Contractor shall supply chemical toilets for use by his workmen. The number of toilets shall be based on one toilet per fifteen personnel on site. Under no circumstances will the Contractor's staff be allowed to use public toilet facilities.

Telephone Facilities

A site telephone will not be required by the Engineer, but the time-related tendered rate for the Contractors telephone shall include for local official calls by the Engineer or his Representative.

C3.3.5.3 Storage and laboratory facilities

Contractor shall provide sheds for storage of materials and offices for his own use as required. 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.

C3.3.5.4 Other facilities and services

The Contractor must arrange for his own services on site as stipulated in C3.4.5.1. No housing facilities are available for the Contractor's employees, and the Contractor shall make his own arrangements to house his employees and to transport them to Site. Housing facilities are to be in compliance with the requirements of the Department of Labour.

C3. 3.5.5 Vehicles and equipment

None

C3. 3.5.6 Advertising rights

None

C3.3.5.7 Notice boards

The contract nameboard will be as detailed in the tender drawings in Appendix D.

C3.3.6 SITE USAGE

None

C3.3.7 PERMITS AND WAY LEAVES

Permit may be required and way-leave for specific services and contractor shall allow for the same in the programme as provisional item.

C3.3.8 ALTERATIONS, ADDITIONS, EXTENSIONS AND MODIFICATIONS TO EXISTING WORKS

The Contractor must take note that the roads to be constructed under this contract tie into existing surfaced roads. The Contractor will be required to survey these ties in points to satisfy himself that the tie in information contained in the Working Drawings ties in with the status on site. This survey work must be carried out during the initial stages of the contract to allow the Engineer sufficient time to make any amendments to the Working Drawings. No additional payment will be made to carry out this survey, and the cost thereof is deemed to be included in the Contractor's individual rates for setting out of the works.

C3.3.9 INSPECTION OF ADJOINING PROPERTIES

The Contractor must take note that the Works are to be constructed within an existing built-

up area, with accesses to properties existing off the roads. The Contractor will be required to carry out a photographic record of the status of the existing accesses and boundary fences prior to commencing the works. On completion of the Works, the Contractor will be required to reinstate the accesses and boundary fences to a state at least equal to the status prior to construction. The Contractor must submit the photographic record to the Engineer prior to commencement of construction. No additional payment will be made to produce the record, and the cost thereof is deemed to be included in the Contractor's Preliminary and General Items.

C3.3.10 WATER FOR CONSTRUCTION PURPOSES

All water for the Work shall be of adequate quality and ample quantity for the purposes required. The Contractor shall make his own arrangements and be solely responsible for the supply, cartage and storage of water required for the construction of the Works. Where the Employer controls existing water supplies and make these available to the Contractor, the Contractor shall arrange this with the Employer and pay the charges stated by the Employer.

C3.3.11 SURVEY CONTROL AND SETTING OUT OF THE WORKS

C3.3.11.1 Setting out Information

The Contractor will be provided with the setting out control data which was used in the setting out of the works and the Contractor will be entirely responsible for the correct setting out of all services on the Contract.

C3.3.11.2 Reference Marks (See SABS 525A - Clause 5.1.1)

The Contractor will have the responsibility of referencing each and every setting out peg on the Contract, in a position such that the reference pegs will not be disturbed by his operations on the site, and to safeguard and maintain such reference pegs until the completion of the Works.

The Contractor shall provide the Engineer with a record of the position of the reference pegs and he shall assist the Engineer throughout the Contract in the checking of the setting out of the Works, using these reference pegs.

C3.3.11.3 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 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.

C3.3.12. MANAGEMENT OF THE WORKS

C3.3.12.1 The following parts of SANS 1921 Construction works standards and associated specification data are applicable to the works:

SANS 1921-1:2004: General Engineering and construction works
SANS 1921-6:2004: HIV / Aids awareness

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

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

The associated Specification Data is as follows:

SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works:

Clause No.	Specification data
Essential Data:	
4.1.7	There are no specific requirements for drawings, information and calculations for which the contractor is responsible.
4.2.1	The responsibility strategy assigned to the contractor for the works is A.
4.2.2	The Project Manager is: Ms M Mncadi
4.3.1	<p>The planning, programme and method statements are to comply with the following:</p> <p>The Contractor must programme his work in such a way as to achieve the final completion within the Time for Completion.</p> <p>The Employer's target for the overall time for completion of the Works is 36 months including all national holidays.</p> <p>Fundamental aspects of the project are;</p> <ul style="list-style-type: none"> ❖ Monthly production requirements and the penalties for non-compliance ❖ Overall Practical Completion and Completion ❖ Overall project penalties ❖ Handover of as-built data and certificates during the project for each sub-phase and on completion of the overall works have all been extensively covered under the Contract Data and Section C3.1. <p>The Contractor shall, within 14 days of being awarded the contract, provide a detailed programme showing how he proposes to carry out the works in terms of the above requirements, clearly indicating in the programme the critical path, together with anticipated expenditure in a cash flow table and graph (including expenditure for SMME's, locally sourced sub-contractors and local labour) and Contract Risk Register.</p> <p>The programme shall detail separately the various construction activities involved with each of the elements of the contract and shall be subject to the approval of the Engineer.</p> <p>When drawing up his programme the Contractor shall take into consideration and make allowance for, inter alia:</p> <ol style="list-style-type: none"> a) All of the requirements indicated in the bullets of 4.3.1 above. b) Expected weather conditions and their effects, c) Known physical conditions or artificial obstructions, searching for, dealing with and carrying out alterations to the existing services, the accommodation and safeguarding of public access and traffic, the design, testing and approval of the concrete mixes, d) Dealing with the community, and managing the relocation and hand over of completed units to the beneficiaries, e) Dealing with water on site. <p>During the course of construction, the programme shall be monitored monthly and the Contractor shall provide daily records of actual labour and plant returns.</p>
4.3.3	The notice period for inspection is 1 Day
4.7.3	N/A
4.9.3	N/A
4.12.2	The samples of materials, workmanship and finishes that the contractor is to provide and deliver to the employer are:

	Nil
4.12.2	The fabrication drawings that the contractor is to provide and deliver to the employer are: All temporary works as indicated in sub-clause 4.3.3 of the Contract Data
4.14.3	The office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are: As indicated in the Project Specifications
4.14.5	The Contractor is required to provide latrine and ablution facilities.
4.14.6	The requirements for the provision and erection of separate sign boards for consultants and subcontractors are: As indicated in the Project Specifications
4.17.1	<p>The requirements for the termination, diversion or maintenance of existing services are:</p> <p>Certain Works forming part of this Contract will be carried out in the vicinity of existing services. Great care will have to be taken when working in proximity to these services.</p> <p>Information will be supplied to the Contractor, by the Engineer, indicating the approximate positions of these services and the Contractor will be expected to locate these by hand excavation before any excavation operations commence.</p> <p>Any problems encountered shall be immediately brought to the attention of the Engineer.</p> <p>The Contractor shall take all necessary steps to ascertain the location of existing services before commencing any section of the works and shall exercise the greatest care when working in the vicinity of such services.</p> <p>No more than three weeks and not less than one week before commencing his operations in any particular area, the Contractor shall request the latest available drawings showing the location of services already installed.</p> <p>In addition, certain items of work require the connection to existing works. The new work must therefore be coordinated and arranged in such a manner so as to cause minimum interference with the existing work/service and must also be carried out so as to match and blend in with the existing work/service.</p>
4.17.3	<p>Services which are known to exist on the site are:</p> <p>Where existing services are either indicated on drawings supplied to the Contractor or indicated on site, or in the course of excavation the Contractor shall lay bare any water mains, acid mains, pipes, electrical cables, telegraph cables or telephone poles, or any existing structures, these shall be severely shored, strutted or slung and sufficiently protected to ensure that no damage shall be done to them until filling has been placed around them.</p> <p>In the case of electric and communication cables, if these shall be exposed in the course of excavation, the Contractor shall not refill the excavation around such cables until the cables have been inspected and passed as intact by their respective owners. The costs of exposing these services, protecting, maintaining and repairs necessitated by damage caused by the Contractor must be included in the rates measured as specified in Sub-Clause 8.3.2(a) of SABS 525 DA.</p> <p>The Contractor shall take all necessary steps to protect any existing works whatsoever against damage which may arise as a result of his operations on Site. The Contractor shall bear the cost of the repair of damage to any service, the possible existence of which could reasonably have been ascertained by him in good time.</p> <p>Where the Contractor is responsible for damage, for which repairs have to be carried out by an outside authority, the costs of these repairs will be recovered</p>

	by means of a deduction from the Contractor's Payment Certificate. The Employer will attend to the payment of monies due to outside authorities
4.17.4	The requirements for detection apparatus are: None
4.18	The additional health and safety requirements are: The tenderer is referred to the Employer's General Health and Safety Specification contained in Appendix A.
4.22	The works to be undertaken by Nominated and Selected Subcontractors comprise: Refer to Section C3.3
Additional Clauses:	
4.18.1.4	<ol style="list-style-type: none"> 1) In terms of section 43 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993): Construction Regulations, 2014, the Employer shall not appoint a Contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfillment of all the applicable requirements of the Act and the Regulations. 2) The Contractor shall thus either employ his/her own competent resources, hire and/or train own resources until competency is achieved, or subcontract specialist competent resources in order to achieve compliance with the regulations. 3) The Contractor shall note and comply with all requirements as contained in the Employer's General Health and Safety Specification contained in Appendix A.
4.19.3	<ol style="list-style-type: none"> 1) The Contractor shall conduct all operational activities in an environmentally friendly manner and endeavor to rectify impacts on the environment caused by operational activities. 2) The Contractor shall conduct activities in a manner designed to avoid or minimise risk of harm to the environment and to human health and safety, including the effects of pollution, control of waste, litter, disturbance to ecosystems disturbance to cultural heritage sites and loss of biodiversity. 3) All applicable environmental legislation shall be complied with. 4) The Contractor shall comply with the requirements of the Employer's Environmental Management Plan contained in Appendix B.

C3.3.12.2 Software application for programming

In preparing the Construction Programme, the Contractor can either use Microsoft Excel, or Microsoft Projects.

C3.3.12.3 Methods and procedures

C3.3.12.3.1 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.

C3.3.12.3.2 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.

C3.3.12.3.3 "As built" Drawings

As the work progresses, the Contractor shall keep full records of all amendments to and deviations from the drawings as issued to the Contractor at the start of the contract and/or additional drawings and instructions issued during the contract. The true positions, invert levels and ground levels of all services shall be surveyed after construction and indicated on the drawings, for which purpose the Contractor shall receive a separate complete set of drawings at no cost, from the Engineer. The Contractor must provide as-built survey information in digital format (refer to Appendix F for detail of as-built requirement).

As-built drawings, quality certificates and test results will be required to be handed over to the Employer's Line Departments as detailed in the Contract Data.

The Completion Certificate for the overall works shall only be issued after the Engineer has received a properly completed set of "As Built" drawings from the Contractor. This set of drawings shall be approved and signed by the Contractor's Contracts Manager.

A separate measurement item has been allowed for under Section 1 of the Bill of Quantities to fulfil the requirements of this clause. No additional payment will be entertained as a result of this requirement.

C3.3.12.3.4 Security of Contractor's Site

The provision of security for the Contractor's Site Establishment shall be his own responsibility and no claims for additional security measures taken during the currency of the Contract will be considered. The Contractor is to provide 24 hour security over all statutory Public Holidays and the "Annual Shutdown Period" from around mid-December to mid-January of each year. Provision should be made for 2 No. site camps at different locations (1 x site offices and 1 x on-site camp).

C3. 3.12.3.5 Information supplied by Employer

Certain information contained in these Contract Documents, or provided separately, is being offered in good faith. However, in the circumstances pertaining to the type of information supplied, no guarantee can be given that all the information is necessarily correct or representative. More specifically this applies to all material surveys and reports and similar information, the accuracy of which is necessarily subject to the limitation of testing, sampling, the natural variation of material or formations being investigated and the measure of confidence with which conclusions can be drawn from any investigations carried out. It also applies to the positions of existing services as indicated on the Tender Drawings.

C3. 3.12.3.6 Finishing and Tidying

In view of the intense concentration of construction activities likely to be experienced during the Contract period, progressive and systematic finishing and tidying will form an essential part of this Contract. On no account must spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of others, and in the event of this occurring, the Employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant Works in the area(s) concerned without thereby prejudicing the rights of others to institute claims against the Contractor on the ground of unnecessary obstruction.

All finishing and tidying shall be carried out to the best advantage of the project as a whole and in the closest co-operation with other Contractors.

C3. 3.12.3.7 Co-operation with other Authorities

In general, services by others will be relocated prior to work commencing or installed after the Contractor has substantially completed the work covered by this Contract. However, should it be deemed by the Engineer that it would be in the best interest of the Employer that the installation of services by others, in any sector, should be permitted to proceed, before the Contractor has substantially completed his own work under the Contract, he shall afford all reasonable facilities by way of access and working space to the parties responsible for the installation of these services.

It will be necessary also to install ducts under roads for the accommodation in the future of electrical and telephone service cables. The marking and positive identification of such ducts, in co-operation with the authorities concerned, is to be considered as one of the responsibilities of the Contractor.

C3. 3.12.3.8 Quality plans and control

(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.

C3.3.12.4 Environment

C3.3.12.4.1 Management of the environment *(Read with SANS 1921 - 1 : 2004 clause 4.19)*

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 were 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.

Employees of his subcontractors are able to identify themselves as members of the construction team.

In addition to the above, the Contractor's attention is also drawn to Appendix B (refer to the attached CD) – Environmental Management Plan of this Tender Document.

C3.3.13 Accommodation of traffic on public roads occupied by the contractor

Where the Work borders on or join into existing roads and where the works affect the operation and / or safety of road-users, the Contractor shall erect adequate traffic signs that conform to the requirements of the latest edition of the S.A. Road Traffic Signs Manual, maintain and keep them in good order.

The operation of construction vehicles on existing roads shall be limited to traffic with an axle load not exceeding that allowed by the Road Traffic Ordinance of the authority concerned, or any amendment thereof.

If the Contractor use existing roads for the hauling of materials to or from site, he shall be held responsible to clear any spillage caused by his activities on or near the roads by whatever means necessary and immediately. No additional payment will be made for the clearance of spillage and all other relevant costs.

Where work is to be executed close to existing residential properties, the Contractor shall ensure that at all times pedestrian and vehicle access are provided for house owners to their properties. Where crossing of existing driveways are to be done, the Contractor must liaise with the relevant property owners regarding the time and period when such access will not be available. However, access shall be made available between 17:00 and 07:00 on weekdays and on Saturdays and Sundays.

C3.3.14 Other Contractors on site

Due to the fact that there are existing services in the area, the following services operated by Government Departments may be required to work within the site during the construction period.

These services may affect the Works:

- a) Electricity underground cables and / or overhead lines
- b) Telephone underground cables and / or overhead lines
- c) Water Reticulation
- d) Stormwater lines
- e) Sewer Lines

C3.3.15 Testing, completion, commissioning, and correction of defects

In terms of the Contract Data, the Works are to be constructed using the General Conditions of Contract for Construction Works (2015) published by the South African Institution of Civil Engineering (SAICE). In terms of Clause 5.14.2, a Practical Completion Certificate will only be issued once all of the works are practically complete for their intended use. For the purposes of this project, no partial completion will be entertained.

Once Completion has been reached in terms of Clause 5.14.4, the works will be handed over to the eThekweni Municipality (EM). A Completion Certificate will only be issued once all of the snags listed in the Practical Completion Certificate (including all As-built Information in terms of C3.4.1.4.3 above).

In terms of the Contract Data, the Defects Liability Period is 12 months from the date of Completion of the Works in terms of Clause 5.14.4. Any defects which may be discovered during the Defects Liability Period or at the end of the Defects Liability Period will be remedied in terms of Clause 7.8 of GCC 2015.

C3.3.16 Recording of weather

Adverse Weather Conditions

The numbers of days per month on which work is expected not to be possible as a result of normal rainfall, for which the Contractor shall make provision, is given in the Contract Data (C.1.2) of this Tender Document, clause 5.12.2.2. The method whereby an extension of time due to abnormal rainfall will be determined is as follows:

1. Abnormal rainfall for each calendar month shall be the total working days in the month under consideration during which the Contractor is unable to proceed with his operations as specified under (2) below, less the number of days (from the Contract Data) representing normal rainfall for the month under consideration
2. The claim for extension of time shall be the sum of all the positive monthly totals for the Contract Period. Negative monthly totals shall be disregarded. A day shall be considered as lost when the Employer's Agent agrees that no work was done or was capable of being done on any item shown on the critical path of the updated construction programme. Items which are not shown on the critical path and have been affected by abnormal climatic conditions shall not be considered for extension of time. Annual holidays, Sundays and the special non-working days as listed in the Contract Data, shall be considered as non-working days.

C3.3.17 Format of communications

The Contract shall keep a triplicate Site Instruction Book and separate Site Diary on site. Site Instructions will be issued to the Contract by the Engineer or his designated representative. The Site Instruction Book is for the sole use of the Engineer, and the Contractor will not be permitted to communicate via this book. The Contractor will be required to complete the Site Diary for each and every day of the contract, from the commencement date through to the day that the Contractor de-establishes. The Contractor must record the following information in the Site Diary:

- Date
- Weather conditions
- Plant and labour on site
- Daily activities
- Information required
- Frustrations
- Requests for inspections

Under no circumstances will the Contractor be permitted to communicate directly with the Client. All correspondence for the contract must be directed through the Engineer.

C3.3.19 Key personnel

The Contractor will be required to submit Curriculum Vitae of all Key personnel for approval by the Engineer prior to commencing duties on site. Any changes to personnel must be approved by the Engineer.

In addition, the Contractor must provide the Engineer with a schedule of plant and labour on site. This schedule must be submitted to the Engineer at the beginning of each and every Site Meeting.

C3.3.20 Management meeting

Monthly Site Meetings will take place during the contract duration. The Contractor must ensure that his duly appointed responsible person attends the Site Meetings. Should the “responsible person” for the contract be unable to attend, then a nominate representative with equal authority must attend in place. This person must have the necessary authority to make any decision which could be made by the “responsible person”.

The attendance of Site Meetings by Sub-Contractors will only be permitted by special written request by the Contractor, or specifically requested by the Engineer.

C3.3.21 Forms for contract administration

Standard forms for payment certificates and reporting will be issued to the Contractor during the course of the Contract. Failure to comply with reporting requirements of the Employer, will result in payment certificates not being processed until compliance is achieved.

C3.3.22 Electronic payments

Arrangements for electronic payment of payment certificates will be made between the Contractor and Employer during the Site Handover Meeting.

C3.3.23 Daily records

C3.3.24 Instructions by the Engineer

Site instructions by the Engineer, addressed to the Contractor at his works office on site will be numbered consecutively in a triplicate book supplied by the Contractor and will be deemed to have been received by the Contractor’s representative unless a break in the sequence of numbers is brought to the notice of the Engineer in writing immediately.

C3.3.25 Site Diary

The Contractor must keep a triplicate site diary on site, which must record the daily site activities, plant, site supervision, rainfall, site visitors, etc. This diary must be filled in daily and signed by the Contractor’s Representative. Failure on the Contractor’s part to keep proper records will count heavily against him in assessing any claims, which may occur during the contract period.

C3.3.26 Bonds and guarantees

The Performance Guarantee shall be as stated in the Contract Data (C.1.2). 1 x copy of the guarantee is to be submitted to the Engineer. Once approved, the Engineer will then submit the guarantee to the Client for final approval.

C3.3.27 Payment certificates

The Contractor will be allowed to submit a payment certificate on a monthly basis in terms of GCC (2015), Clause 6.10.1. Measurements must be agreed with the Engineer’s Representative by the 20th of each month, and the payment certificate submitted to the Engineer by the 25th of each month.

C3.3.28 Permits

Not applicable

C3.3.29 Proof of compliance with the law

In terms of the Contract Data, the governing law is the law of South Africa. Should it be necessary during the Construction or Defects Liability Period for the Contractor to prove that he is abiding by the applicable law in terms of the Contract Data, the Contractor will be required to submit in writing to the Engineer such proof.

C3.3.30 Insurance provided by the employer

None.

C3.3.31 Employment of Local Labour and CLO

C3.3.31.1 Local Labour

It is a condition of contract that the contractor will be required to employ local labour as specified in eThekweni Council Policy “The use of CLOs and Local Labour” refer to Appendix C on the attached CD.

For the purposes of this contract, “Local labour” will be deemed to be any **persons who reside within Ward 69** . The contractor will be required to provide proof of authenticity of local labour. Signed confirmation by the appointed CLO will suffice for this.

The contractor will be required to ensure that all non-essential labour (unskilled and semi-skilled) be sourced locally unless specific approval is granted in writing by the Employer’s Agent.

The contractor will remain responsible for providing proper supervision of all labour, and will be responsible for the quality of work produced.

The Contractor will be responsible for liaising with the project Social Facilitator and Community Liaison Officer (CLO) regarding the selection and appointment of Local Labour. Appointment of Local Labour shall be carried out in terms of Government Gazette 18491 of 5 December 1997 as amended.

Employment contracts shall be entered into with all employees. Copies of these contracts shall be made available to the Social Facilitator on request. It is the Contractor’s responsibility to liaise with the necessary structures in sourcing and appointing labour.

No additional costs will be entertained as a result of the failure of the Contractor to follow necessary protocol and keep all stakeholders informed through the life cycle of the resource management process. Cost for sourcing, selecting, managing and payment of labour is included in the Contractor’s rates for various items of work.

Penalties for non-compliance of Local Labour Targets are included in sub-clause 5.13.6 of the Contract Data.

C3.3.31.2 Employment of CLOs

The Contractor will be required to employ a CLO as specified in Annexure C of this Contract Document. Payment to the CLO will be made by the Contractor at the rate specified in the Particular Specification and as allowed for in the Bills of Quantities.

The Ward Councillor in whose wards where work is done, will collectively identify a community liaison officer (CLO) for the project and make the person known to the Contractor within two days of being requested to do so. The Contractor will be required to enter a written contract with the CLO that specifies:

- The hours of work and the wage rate of the CLO.
- The duration of the appointment.
- The duties to be undertaken by the CLO which could include.
- Assisting in all respects relating to the recruitment of local labour.
- Acting as a source of information for the community and councilors on issues related to the contract.
- Keeping the Contractor advised on community issues and issues pertaining to local security.
- Assisting in setting up any meetings or negotiations with affected parties.
- Keeping a written record of any labour or community issue that may arise.
- Any other duties that may be required by the Contractor.

Responsibility for the identification of a pool of suitable labour shall rest with the CLO, although the Contractor shall have the right to choose from that pool. The Contractor shall have the right to determine the total number of labourers required at any one time and this may vary during the contract.

The Contractor shall have the right to replace labour that is not performing adequately. Should such occasion arise, it must be done in conjunction with the CLO.

C.3.3.32 HEALTH AND SAFETY

C3.3.32.1 Health and safety requirements and procedures

a) In terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as the Act, the following arrangements and procedures shall apply between the Contractor and the Employer to ensure compliance by the Contractor with the provisions of the Act:

- (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.
- (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.
- (iii) The Contractor 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 himself 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.
- (iv) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) 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 any appropriate records or safety plans held by the Contractor.
- (v) The Contractor shall be obliged to report forthwith to the Employer and 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 in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Engineer, of such investigation, complaint or criminal charge.
- (vi) The Contractor shall furthermore, in compliance with Constructional Regulations 2014 to the Act 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 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation 2014 for approval by the Employer or his

assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted for approval, to the Employer or his agent, within 14 days of the Commencement Date and shall be implemented and maintained from the commencement of the Works.

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

- (vii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the 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, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified.
- (viii) The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the C3.3: Construction, the Bill of Quantities, the Drawings, and in the Employers' health and safety specification (regulation 4(1) of the Construction Regulations 2014), which is attached as Appendix B.

Payment items are included in the Bill of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

C3.3.32.2 Protection of the public

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

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

C3.3.32.3 Traffic control on roads

Where the work borders on or join into existing roads and where the works affect the operation and / or safety of road-users, the Contractor shall erect adequate traffic signs that conform to the requirements of the latest edition of the S.A. Road Traffic Signs Manual, maintain and keep them in good order.

The Contractor shall take the necessary care at all times in all his operations and use of his equipment to protect the public and to facilitate the movement of traffic – Clause 5.1.1.1 SABS 525 DA has reference.

The Contractor will be required to submit to the Engineer for approval a layout plan indicating traffic accommodation for the works for each set up. Approval of each set up by the Engineer will not in any way preclude the Contractor from his responsibilities regarding traffic accommodation. The Contractor must employ a full-time traffic and safety officer for the duration of the contract. The officer will be responsible for all safety and traffic accommodation related matters.

C3.4: PARTICULAR SPECIFICATIONS

In addition to the Standardized and Project Specifications the following Particular Specifications / Policies shall apply to this contract and are available on web address:

<ftp://ftp.durban.gov.za/cesu/StdContractDocs/>:

- C3.4.1 Part AH - OHS Act 1993 Safety Specification
(26 Pages)

- C3.4.2 Standard Environmental Management Plan for Civil Engineering Construction Works
(24 Pages)

C3.5: CONTRACT AND STANDARD DRAWINGS

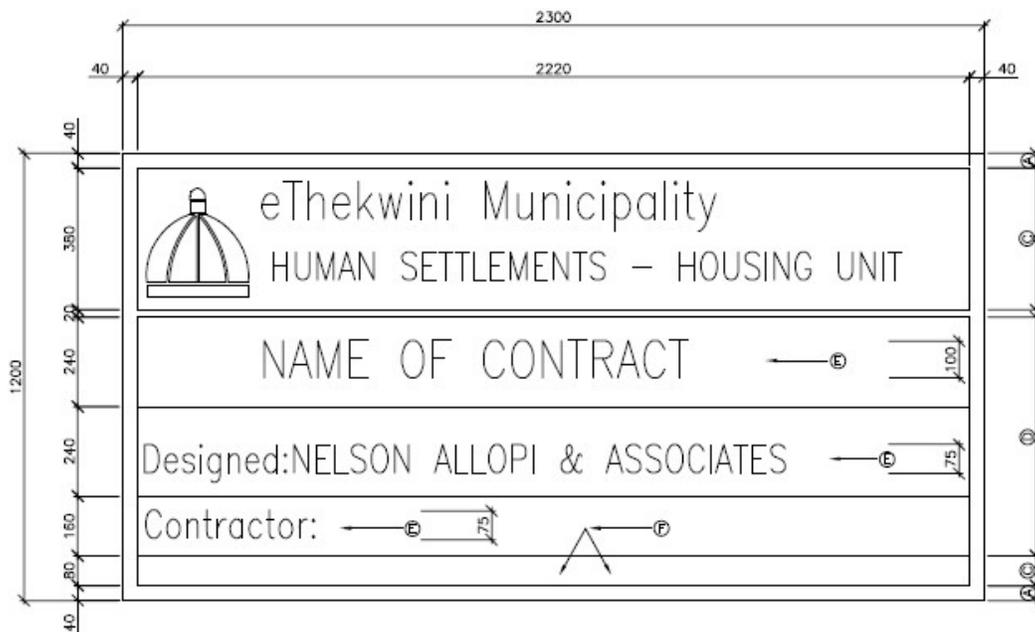
C3.5.1 CONTRACT DRAWINGS / DETAILS

Drawing No.	Drawing Title
1	Notice Board
2	General Layout
3	House Plan and Foundation Details

C3.6: ANNEXURES

1. NOTICE BOARD

NOTICE BOARD



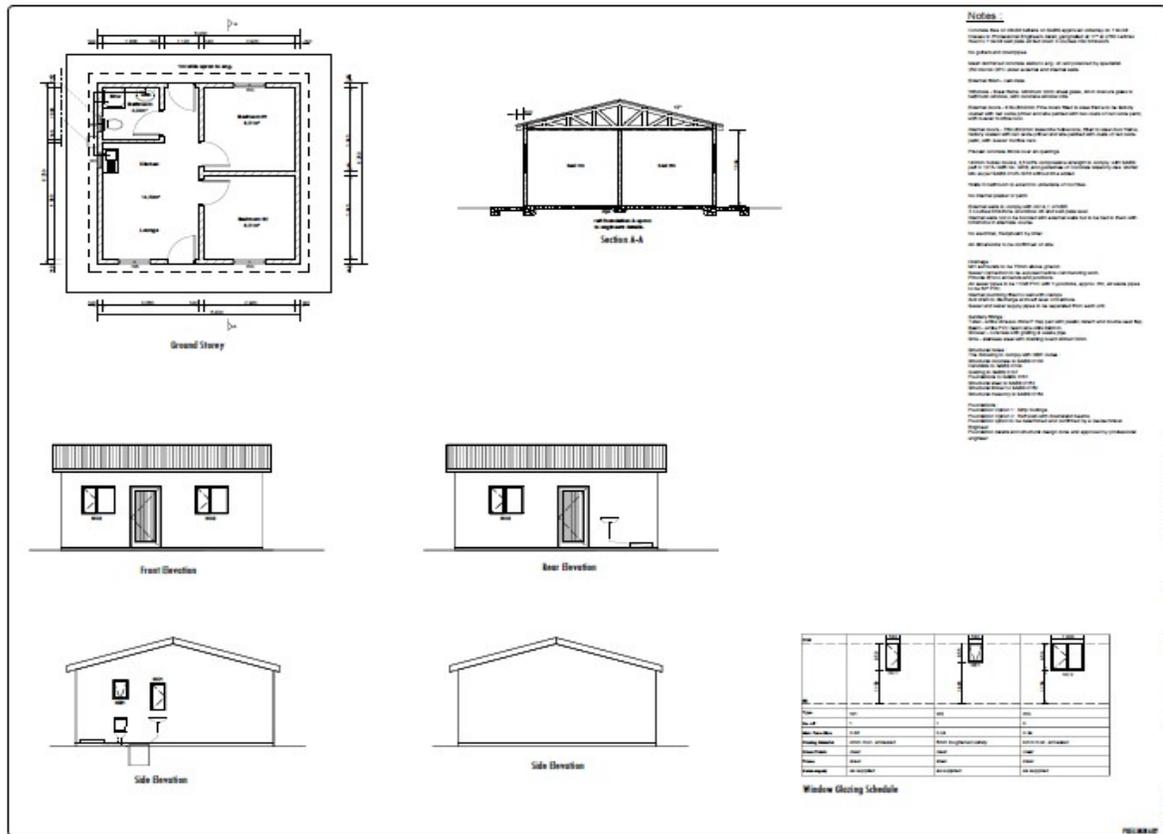
LEGEND

- A : RAISED SURROUND PAINTED WHITE
- B : WHITE
- C : BLUE BACKGROUND – F04 NATIONAL FLAG BLUE
- D : WHITE BACKGROUND
- E : BLUE LETTERS : F04 FLAG BLUE
- F : F29 CORNFLOWER BLUE

2. GENERAL LAYOUT



3. HOUSE PLAN AND FOUNDATION DETAILS



PART C4: SITE INFORMATION

C4.1 LOCALITY PLAN



C4.2 CONDITIONS ON SITE

There is no specific geotechnical information or other site information.

C4.3 TEST RESULTS

There are no specific test results.