

THE MSUNDUZI MUNICIPALITY



HEAD: SUPPLY CHAIN MANAGEMENT
MRS D. N. GAMBU

333 Church Street, Private Bag X 205, Pietermaritzburg, 3200
Telephone No. 033 – 392 2597

CONTRACT No. SCM 33 OF 25/26

**CONSTRUCTION OF THE COMMUNITY HALL FOR CIDB GRADE 6GB OR HIGHER AT
EDENDALE CC WITHIN WARD 22 OF MSUNDUZI MUNICIPALITY**

Tenderer's Name:
Postal Address:
Telephone No:
Fax No:
Cellular No:
E-Mail Address:
Contact Person:
CRS/ CIDB Number:

Tenders contained in sealed envelopes and marked with “**CONTRACT No. SCM 33 OF 25/26**” and the **CONSTRUCTION OF THE COMMUNITY HALL FOR CIDB GRADE 6GB OR HIGHER AT EDENDALE CC WITHIN WARD 22 OF MSUNDUZI MUNICIPALITY** must be placed in the Tender Box located AT THE Central Stores, 2 Abattoir Road, (Off Kershaw Road), Pietermaritzburg, 3201, not later than **12h00 on Friday, 27 February 2026** when they will be opened in public. **Only Tenders placed in the Tender Box before the closing time above will be accepted.**



EXPANDED PUBLIC WORKS PROGRAMME

INDEX

DOCUMENTS THAT RELATE TO THE TENDER			
DOC No.	DOCUMENT	PAGE No.	COLOUR
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T1.2	TENDER DATA	T1.2/1 - T1.2/26	Pink
T2.1	LIST OF RETURNABLE DOCUMENTS	T2.1/1 – T2.1/2	Yellow
T2.2	RETURNABLE SCHEDULES	T2.2/1 - T2.2/42	Yellow

DOCUMENTS THAT RELATE TO THE CONTRACT			
DOC No.	DOCUMENT	PAGE No.	COLOUR
	PART 1: AGREEMENTS AND CONTRACT DATA	C1.1/ 1	
C1.1	FORM OF OFFER AND ACCEPTANCE	C1.1/2 - C1.1/6	Yellow
C1.2	CONTRACT DATA	C1.2/1 - C1.2/8	Yellow
	PART 2: PRICING DATA	C2.1/1	
C2.1	PRICING INSTRUCTIONS	C2.1/2 - C2.1/4	Yellow
C2.2	BILL OF QUANTITIES	C2.2/1 - C2.2/19	Yellow
	PART 3: SCOPE OF WORK	C3.1/1	
C3.1	STANDARD SPECIFICATIONS	C3.1/ 3 - C3.1/158	Blue
	PART 4: ANNEXURES	C4.1/1	
C4.1	ANNEXURES	C4.1/2 – C4.1/13	White

The Tenderer shall satisfy himself that this document is complete in accordance with the above schedule and if any pages are found to be missing, or duplicated, shall immediately request the Employer's Agent to rectify the discrepancy. No liability will be admitted by the Employer in respect of errors in the Tenderer's tender due to the foregoing.

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 33 OF 25/26

**APPOINTMENT OF THE IMPLEMENTING AGENT TO UNDERTAKE THE PLANNING,
DESIGN AND CONSTRUCTION OF THE COMMUNITY HALL FOR CIDB GRADE 6GB OR
HIGHER AT EDENDALE CC WITHIN WARD 22 OF MSUNDUZI MUNICIPALITY**

TENDER NOTICE

Tenders are hereby invited from suitably qualified and experienced Contractors for the construction of the Community hall at Edendale CC within ward 22.

Only Contractors registered with the Construction Industry Development Board (CIDB) with a Contractor Grading of 6GB or higher will be eligible to submit tenders.

Tender documents will be made available to tenderers from **14h00 on Wednesday, 28 January 2026**. Tender documents can be downloaded and printed at the tenderer's cost from the National Treasury eTender Publication Portal on www.etenders.gov.za.

Printed copies documents shall also be made available from the Supply Chain Management Unit Offices, 5th Floor, A S Chetty Centre, 333 Church Street, Pietermaritzburg, as from the above-mentioned date and time, at a non-refundable tender deposit fee of **R1 327.86 (including VAT)** for each document drawn. Only cash or EFT payments will be accepted.

For any technical related enquiries, please contact Nombali Ndaba / Sakhile Ngubane (Project Management Unit) on direct Telephone No. 079 363 7107 / 079 384 4383 or e-mail address nombali.ndaba@msunduzi.gov.za / sakhile.ngubane@msunduzi.gov.za.

For any procurement related enquiries, please contact Vuyani Msimang (Supply Chain Management Sub-Unit) on direct Telephone No. 033 – 392 2807 or e-mail address vuyani.msimang@msunduzi.gov.za.

A compulsory **Tender Briefing/Site Inspection** will be held on **Friday, 13 February 2026**, at the **Auditorium 1, 1st Floor, Bessie Head Library, 260 Church Street, Pietermaritzburg**, commencing at **10h00**. Thereafter, tenderers shall travel in convoy to site for a Site Inspection. ***Tenderers arriving at the meeting after the stipulated starting time above will be disqualified. Tenderers will be required to present their tender document at the meeting to ensure that the Tender Briefing/Site Inspection Certificate is duly signed by the authorised official at the end of the meeting.***

Tenders must be submitted both in hard copy and on CD/USB Flash Drive contained in sealed envelopes and marked with “**SCM 33 OF 25/26**” and the **Contract Description** must be placed in the Tender Box located at the Msunduzi Municipality's Central Stores, 2 Abattoir Road (off Kershaw Street), Pietermaritzburg, 3201 (coordinates -29.6126297; 30.3610014), not later than **12h00 on Friday, 27 February 2026**, when they will be publicly opened. Only tenders placed in the Tender Box shall be accepted.

Tender Validity Period: Four (4) months commencing from the closing date of tender.

Tender Adjudication/Evaluation Criteria: Tenderers meeting the Mandatory Requirements of the tender shall be evaluated on a Two Stage Evaluation System – Stage One: Functionality and Stage Two: 80/20 Point System in accordance with the Msunduzi Municipality's Supply Chain Management Policy (incorporating Preferential Procurement) as prescribed in terms of the Preferential Procurement Regulations 2022, pertaining to the Preferential Procurement Policy

Framework Act, Act No. 5 of 2000, including Chapter 4 of the Public Procurement Act No. 28 of 2024. The Functionality for Stage One shall be evaluated on the following criteria:

No.	Evaluation Criteria	Maximum Points
1.	Experience of the Bidder (<i>Name of traceable reference with contact details to be included for verification. Completion Certificates & Reference Letters signed by the Client</i>)	25
2.	Qualifications of the Construction Manager (Civil Engineering or Construction Management and Quantity Survey) only	10
3.	Relevant Experience in Building Projects of the Construction Manager	10
4.	Qualifications of the Contract Manager (Civil Engineering or Construction Management and Quantity Survey) only	10
5.	Relevant Experience in Building Projects of the Contract Manager	10
6.	Schedule Plant	25
Total Functionality Points		90 Points
Minimum Threshold		(80%) 72 Points

The allocation of Preference Points will be according to the following Specific Goals:

Specific Goals	Description	Maximum Points
Business Enterprise Owned by Women	At least 51 % Women Owned Enterprise and Controlled by one or more women or 51% Management Control by one or more women (Business Enterprise Owned by Women)	10
Business Enterprises owned by youth	A youth-owned business that is at least fifty-one percent (51%) owned and controlled by one or more youth	10
Total Preference Points (Specific Goals)		20

Tenderers The Msunduzi Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender. Each tenderer will be informed of the tender result.

The Msunduzi Municipality expects businesses within the Pietermaritzburg and Midlands Region to support its contract and BEE/SMME initiatives.

SF MNDEBELE (MUNICIPAL MANAGER)

T 1.2 TENDER DATA

SUB CLAUSE	DATA
	The conditions of tender are The Standard Conditions of Tender as contained in annex F of SANS 294-2004. The standard conditions of tender for procurements make several references to the tender data. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the sub clause in the standard conditions of tender to which it mainly applies.
F.1.1	The employer is: MSUNDUZI MUNICIPALITY
F.1.2	The tender documents issued by the employer comprise: <u>TENDER</u> T1.2 Tender data T2.1 List of returnable documents T2.2 Returnable schedules <u>CONTRACT</u> Part 1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Adjudicator's Agreement C1.5 Agreement in Terms of OHSA No 85 of 1993 Part 2: Pricing data C2.1 Pricing instructions C2.2 Bill of Quantities Part 3: Scope of work A: The Works B: Variation & Addition to Standard Specifications C: Particular Specifications D: Rules for the Contractor on Site E: Environmental Management Plan F: Environmental Management Check List G: List of Drawings. Part 4: Annexures C4.1 Annexures

	Tender documents will be made available to tenderers from 14h00 on Wednesday, 28 January 2026. Tender documents can be downloaded and printed at the tenderer's cost from the National Treasury eTender Publication Portal on www.etenders.gov.za.
F.1.4	The Employer's agent is: Name: N/A Address: N/A Tel: N/A Fax: N/A E-mail: N/A The contact person is N/A
F.2.1	Only those bidders who are registered with the CIDB in a contractor grading designation equal to or higher than 6GB; and have adequate experience in the construction of water retaining structures are eligible to tender. A Tenderer will not be eligible to submit a tender if: the Tenderer cannot demonstrate that he will have in his employ during the contract period the necessary personnel satisfying the requirements of the Scope of Work for labour-intensive competencies for management and supervisory personnel.
F2.4	Add the following clause: All work produced, including records, drawings, documents and photography pertaining to this tender shall remain the property of Msunduzi Municipality and no part thereof may be copied, reproduced in any manner without the written consent of Msunduzi Municipality.
F.2.7	The arrangements for the compulsory site inspection meeting are: Location: Auditorium No. 1, 1st Floor, Bessie Head Library, 260 Church Street, Pietermaritzburg, 3201 Date: 13 February 2026 Starting time: 10:00 am Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to, and tenders will be received only from, those tendering entities appearing on the attendance list. Tenderers are required to have a copy of the complete tender document at the compulsory site inspection. Those not in possession of a complete tender document will not be allowed to attend the briefing and will render them not eligible to tender.
F.2.12	If the tenderer wishes to submit an alternative offer, the only criteria permitted for such alternative tender offer is that it should demonstrably satisfy the Employer's standards and requirements, the details of which may be obtained from the Employer or Employer's Representative. Calculations, drawings, and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions in the development of the pricing proposal. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the tenderer, in the event that the alternative is accepted, to accept

	the full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.
F.2.13.5	The employers address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of Tender Box: Tender Box located at the Central Stores Physical address: , 2 Abattoir Road, (Off Kershaw Road), Pietermaritzburg, 3201, (Co-ordinates: -29.6126297,30.3610014) Identification details: Sealed tenders endorsed: "Contract No. SCM 33 OF 25/26"
F2.13.6	A two-envelope procedure will NOT be followed.
F.2.15	The closing time for submission of tenders is 12h00 on Friday, 27 February 2026. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. Tender documents <u>are not</u> to be handed to staff of Msunduzi Municipality or Consulting Engineers. The Tenderer is to personally deposit the Tender in the Tender Box. Electronic copies of the Bill of Quantities <u>are not</u> acceptable and only Tender documents that have been completed by hand in black non-erasable ink will be accepted.
F.2.16	The tender offer validity period is 120 days.
F2.16.1	Add the following to the clause: If the tender validity expires on a weekend or public holiday, the tender validity period shall remain open until the close of business on the next working day.
F.2.18	The tenderer must submit to the Employer the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirement.
F.3.4	The time and location for opening tenders are: Time: 12h00 on Friday, 27 February 2026 Location: Central Stores, 2 Abattoir Road, (Off Kershaw Road), Pietermaritzburg, 3201, (Co-ordinates: -29.6126297,30.3610014)
F.3.7	Add the following to the clause: Accept that failure to submit certificates stated in the Tender Data and failure to complete in full the tender document shall result in tender being regarded as non-responsive.
F.3.8	Test for responsiveness F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received: (a) complies with the requirements of these Conditions of Tender, (b) has been properly and fully completed and signed, and (c) is responsive to the other requirements of the tender documents. F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

	(d) a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, (e) b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or (f) c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.								
F.3.9	The procedure for evaluation of responsive submissions is; All respondents who submit responsive submissions and: a) submit an valid Tax Clearance Certificate or a PIN for Tax Status Compliance Verification issued by the South African Revenue Services or have made arrangements to meet outstanding tax obligations; b) are registered with the Construction Industry Development Board in an appropriate contractor grading designation; c) have completed the Compulsory Enterprise Questionnaire and who are considered by the Employer not to have any conflicts of interest which may impact on their ability to perform the proposed contract in the best interests of the Employer or potentially compromise the tender process and are free of persons in the state who are not permitted to submit tenders or to participate in the contract; and d) Are registered with Central Supplier Database e) Mandatory Requirements <table><tr><th>Description of Mandatory Requirement</th><th>Bidder Capacity Trait to be tested by the Mandatory Requirement</th><th>Custodian/Principal of Mandatory Requirement</th><th>Documentary proof: NB: Commissioner of Oaths required by law or Other verification method possible</th></tr><tr><td>Qualification of the project leader</td><td> Must hold a minimum qualification of a Bachelor's Degree in Civil Engineering/Construction Management/Quantity Surveying, and be registered with the professional body relevant to their discipline, namely: - Civil Engineering: Engineering Council of South Africa (ECSA) or - Construction Management: South African Council for the Project and Construction Management Professions (SACPCMP) or </td><td>Bidder</td><td>Bidder must Submit the qualification and certificate of professional body, certified by a Commissioner of Oath.</td></tr></table>	Description of Mandatory Requirement	Bidder Capacity Trait to be tested by the Mandatory Requirement	Custodian/Principal of Mandatory Requirement	Documentary proof: NB: Commissioner of Oaths required by law or Other verification method possible	Qualification of the project leader	Must hold a minimum qualification of a Bachelor's Degree in Civil Engineering/Construction Management/Quantity Surveying, and be registered with the professional body relevant to their discipline, namely: - Civil Engineering: Engineering Council of South Africa (ECSA) or - Construction Management: South African Council for the Project and Construction Management Professions (SACPCMP) or	Bidder	Bidder must Submit the qualification and certificate of professional body, certified by a Commissioner of Oath.
Description of Mandatory Requirement	Bidder Capacity Trait to be tested by the Mandatory Requirement	Custodian/Principal of Mandatory Requirement	Documentary proof: NB: Commissioner of Oaths required by law or Other verification method possible						
Qualification of the project leader	Must hold a minimum qualification of a Bachelor's Degree in Civil Engineering/Construction Management/Quantity Surveying, and be registered with the professional body relevant to their discipline, namely: - Civil Engineering: Engineering Council of South Africa (ECSA) or - Construction Management: South African Council for the Project and Construction Management Professions (SACPCMP) or	Bidder	Bidder must Submit the qualification and certificate of professional body, certified by a Commissioner of Oath.						

		Quantity Surveying: South African Council for the Quantity Surveying Profession (SACQSP).		
		Must hold a minimum qualification of Labour Intensive Construction NQF level 7		Bidder must Submit the qualification, certified by a Commissioner of Oath.
	Qualification of the project Architect	Must hold a minimum qualification of Bachelor's degree in Architecture plus professional registration Architect with SACAP.	Bidder	Bidder must Submit the qualification and certificate of professional body, certified by a Commissioner of Oath.
	CIDB Registration	Minimum CIDB Grading of 6GB – Valid CIDB registration throughout adjudication process	Bidder	Must be active on the day of evaluation
Failure to submit the above will lead to disqualification of the tender.				
F.3.11	Tender offers will be evaluated on F.3.11.2 Method 2: Financial offer and preference, using Formula 2, option 1a (Table F.1). The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 Preference Point System shall be applicable			
F.3.13	1) The tenderer has completed and submitted a signed Form of Offer, 2) The tenderer has completed and submitted the Bill of Quantities, indicating his rate and line total. 3) The tenderer has submitted a Certificate of Attendance for the Compulsory Tender Clarification Meeting. 4) The tenderer has completed and returned all addenda issued against the tender 5) Workmen's compensation 6) The tenderer is registered with Central Supplier Database and has in his or her possession a PIN for Tax Status Compliance Verification issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations – Ref. MBD2 7) The tenderer has completed and signed the Contractor's Health and Safety Declaration 8) The tenderer has completed the Compulsory Enterprise Questionnaires and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interest of the employer or potentially compromise the tender process – Ref. MDB4. 9) The tenderer or any of its directors 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 – Ref. MBD8; 10) The tenderer is not in arrears for more than 3 months with the municipal rates and taxes and municipal services charges. 11) Complies with pre-qualification and functionality requirements			

F.3.18	The number of paper copies of the signed contract to be provided by the employer is 1 (ONE)
	The additional conditions of tender are: All returnable schedules are to be completed, and all relevant certificates attached where indicated

THE MSUNDUZI MUNICIPALITY

SPECIAL CONDITIONS OF CONTRACT

1. DOCUMENTS

This document comprises of the Standard Conditions of Contracts (GCC 2015), Special Conditions of Contract, Specifications, Pricing Schedule (if applicable), Tender Form, Drawings (if any), Data Sheets and Annexures thereto and the South African National Standards (SANS) 1200.

2. COMPULSORY SITE INSPECTION/TENDER BRIEFING MEETING

Where in the tender document reference is made to a compulsory Site Inspection/Tender Briefing Meeting, the Service Provider shall be required to attend the meeting prompt on the date and time mentioned in the tender document. Service Providers arriving at the meeting after the stipulated time will be disqualified and the Council shall not be held liable for any loss or damage due to the above. Service Providers are to ensure that they sign the Attendance Register circulated at the meeting and to also ensure that the Site Inspection/Tender Briefing Certificate attached hereto is duly signed by the authorised official.

An official will Chair the meeting and answer queries raised by prospective Service Providers. Any amendment to the tender documentation arising from such answers will be circulated in terms of the meeting's attendance register.

Tenders will not be considered from Service Providers who do not attend the meeting and whose Site Inspection/Tender Briefing Certificate has not been commissioned by the authorised official.

Service Providers arriving at the Site Inspection/Tender Briefing Meeting after the stipulated starting time will be disqualified. Further, all Service Providers will be required to present their tender document in its entirety at the Site Inspection/Tender Briefing Meeting for endorsement and failure to comply with this will result in disqualification.

3. SUBMISSION OF TENDERS

Tenders must be made out on the Tender Form annexed hereto. Tenderers are advised that this document must be completed in black ink and submitted in its entirety. Failure to comply with this condition shall result in the tender being disqualified.

Only **original hand written priced tender documents** will be considered. Tenders submitted by electronic mail, telex or facsimile shall not be considered. ***The use of correction fluid is strictly prohibited.*** All corrections are to be countersigned.

Tenderers using Courier Companies or any other mode of transport to deliver their tender documents must ensure that the tender documents are delivered to the the Msunduzi Municipality's Central Stores, 2 Abattoir Road (off Kershaw Street), Pietermaritzburg, 3201 (coordinates -29.6126297; 30.3610014), and placed in the Tender Box by the close of tenders. The Council shall not be held liable for any tender document which is not timeously delivered, mislaid or incorrectly delivered due to the negligence of the Courier Company or any other party involved in the delivery of the tender documents, including any employee of the Council.

Sealed tenders endorsed with the appropriate contract number, must reach the Msunduzi Municipality's Central Stores, Pietermaritzburg not later than the closing date and time stated in the public advertisement inviting tenders, when they will be opened in public. Under no circumstances will any extension of time be allowed for the submission of tenders. Tenders shall remain valid for 120 days from the date of opening, except for the initial five (5) working days grace period after the close of tenders within which period a tenderer may be permitted to withdraw its tender subject to an application with good and sufficient reasons being submitted in writing to obtain approval of such withdrawal, at the sole discretion of the Head: Supply Chain Management.

All literature submitted must be securely attached to the tender. The Council shall not be held liable for any loss or damages sustained due to the Tenderer's failure to comply with this condition.

In the case of a Tenderer withdrawing its tender after the expiry of the grace period, the Council may refuse to receive or consider, for such period as it may think fit, any further tenders from that Tenderer.

4. COMMUNICATION WITH MEMBERS OF THE COUNCIL OR COUNCIL EMPLOYEES

Without detracting from any prevailing law, no Tenderer shall offer, promise or give any person or persons connected with the adjudication, or awarding of the tender, any gratuity, bonus, discount or consideration of any kind in connection with the obtaining of a contract. Nor shall any Tenderer communicate with any member of the Council or a Council employee on a question affecting the awarding of a contract which is the subject of a tender, during the period between the closing date of tenders and the date of notification of the successful Tenderer; provided always that the Head: Supply Chain Management may, in exceptional circumstances, obtain additional information from a Tenderer to enable her to formulate her recommendation to Council.

Any attempt to contravene this condition which is brought to the notice of the Head: Supply Chain Management shall result in the disqualification of the Tenderer.

Prospective Tenderers are further advised that s118 of the Municipal Finance Management Act prohibits the interference, by any person, with the supply chain management system of the Municipality and the amendment of or tampering with any tender, quotation, contract or bid after its submission.

5. IMPORT PERMITS

The Council will not undertake to secure any import permits or currency for the import of any goods or materials required for the execution of this contract. The Tenderer must apply directly for any import permits or currency needed. However, the Council will furnish the successful Tenderer with a supporting statement, if required.

6. REGISTRATION WITH THE CENTRAL SUPPLIER DATABASE (CSD)

The National Treasury's Central Supplier Database (CSD) has been open for registration from 01 September 2015. The CSD serves as one single source of supplier information to all spheres of government.

Within this system, suppliers are required to register once when they do business with the state. This will significantly reduce the administrative burden for businesses, especially small and medium sized enterprises. The database interfaces with the South African Revenue Service (SARS), the Companies and Intellectual Property Commission (CIPC) and the payroll system. It will electronically verify a supplier's tax and enable public sector officials doing business with the state to be identified. CSD does not automatically verify B-BBEE information. Tenderers are required to submit this information for allocation of B-BBEE points.

All prospective suppliers can register any time on the CSD website www.csd.gov.za
Prospective suppliers may also visit the Provincial Treasury Database office situated at Treasury House, Ground Floor, 145 Chief Albert Luthuli Road, Pietermaritzburg from 08h00 to 15h00, Mondays to Fridays, for any assistance with on-line registration on CSD.
For further information or enquiries, please contact 033 – 897 4516 / 033 – 897 4212 / 033 – 897 4624 / 033 – 897 4535 / 033 – 897 4676 / 033 – 897 4509 or Toll-Free at 0800 201 049 during office hours or via e-mail at database@kzntreasury.gov.za.

With effect from 01 July 2016, the Msunduzi Municipality will not award any tender to a supplier not registered as a prospective supplier on the CSD. Negotiations for the tender award will only be concluded with the qualify tenderer(s) who is/are registered on the CSD on or after 01 April 2016.

In order for Council to verify your Company's registration with CSD, please provide the following information for verification purposes:-

CSD Supplier Number	
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Failure to provide the above information shall render the tender to be disqualified.

7. TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

Tenderers shall be required to submit, together with the tender document, a **valid** Tax Clearance Certificate or a Tax Compliance Status Verification Pin issued by SARS. Failure to submit a valid Tax Clearance Certificate or a Tax Compliance Status Verification Pin will result in the invalidation and disqualification of the tender.

Further to the above, Tenderers are to note that the Tax Clearance Certificate must be valid for the full duration of the tender validity period i.e. 120 days commencing from the closing date of the tender.

Should the validity of the Tax Clearance Certificate expire prior to the final award of the contract being made, the Council reserves the right to request the Tenderer to submit a further valid Tax Clearance Certificate. In this instance, the Tenderer shall be given seven (7) working days written notice in which to comply. Should the Tenderer fail to comply with this request, the Council further reserves the right to make no award to the Tenderer and the Council shall not be held liable for any loss or damages sustained by the Tenderer.

8. RATES

The prices, rates or percentages quoted in the proposal shall be deemed to include all costs, including but not limited to materials, plant, labour, patent rights and royalties, freight, insurance, customs, railage, delivery, etc., unless the Service Provider states otherwise in the proposal.

9. INCOMPLETE TENDERING

Tenders may be rejected if they show any additional, conditional or incomplete offers or irregularities of any kind in either the Tender Form or the Pricing Schedule, or if the prices tendered in the Schedule are not market related i.e. the tendered rates does not conform to current day prices.

Partial awards **may** be made where this is perceived by the Head: Supply Chain Management or the Employer's Agent to be in the best interests of the Council. Council reserves the right to take into account the principle of the distribution of works in order to empower SMME's and BEE's.

Should there be any difference or discrepancy between the prices and particulars contained in the Tender Form and those contained in any covering letter submitted by the Tenderer, the prices and particulars contained in the Tender Form shall prevail.

10. ACCEPTANCE OF ANY TENDER

The Council does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender. Council reserve the right to appoint more than one tenderer.

The Council reserves the right to purchase such items on the open market notwithstanding the acceptance of an offer.

11. DOMICILIUM CITANDI ET EXECUTANDI

For the purpose of the service of all documents and the giving of notice as may be required in terms of this contract, or as a result of any action arising in conjunction with it, the Council chooses City Hall, 169 Chief Albert Luthuli Street (Commercial Road), Pietermaritzburg as its *domicilium citandi et executandi*.

The Tenderer's *domicilium citandi et executandi* shall be whatever street address is given in the Tender Form attached hereto.

Either party may, at any time, give one (1) month notice, in writing, of a change of its *domicilium citandi et executandi* provided that such address shall be within the Republic of South Africa.

12. DATA SHEETS

Tenderers shall be required to complete all Data Sheets and the Tender Form attached hereto in their entirety for adjudication purposes. Where Data Sheets and/or any other documentation as contained herein are required to be commissioned, such Data Sheets and/or documentation must be stamped and signed by a Commissioner of Oaths. ***Failure to comply with these provisions will render the offer unresponsive (invalid).***

13. PROHIBITION ON AWARDS TO PERSONS IN THE SERVICE OF THE STATE

The Supply Chain Management Regulations states that the Council 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 and 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 municipal entity.

14. MUNICIPAL FEES

All Tenderers are to sign the Declaration herein declaring that their Municipal Fees are in order, or that proper arrangements have been made with the Council. Tenderers must include the relevant account numbers in the declaration.

15. APPEALS AND/OR OBJECTIONS

Any Tenderer aggrieved by decisions or actions taken by the Municipality may lodge within fourteen (14) calendar days of the date of the decision or action, a written objection or complaint to the Municipal Manager / Head: Supply Chain Management. In the event that an appeal and/or objection is lodged, the following procedure shall apply:-

The Tenderer shall be required to pay an appeal/objection fee in the amount of **zero point five percent (0.5%) of the total contract sum, including VAT or R2 000.00, whichever is the greater to a maximum value of R20 000.00.**

The fee is to be paid in cash or by bank guarantee cheque on or before the expiration of the above period and proof of such payment is to be submitted together with the letter of appeal/objection to the Municipal Manager/ Head: Supply Chain Management. No appeal/objection will be entertained should the afore-mentioned condition not be adhered to and the Municipality shall not be held liable for any loss or damage sustained by the Tenderer due to the Tenderer's failure to adhere to the above condition.

16. PREFERENCE POINTS CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

Tenderers claiming preference points shall be required complete Annexure "C" hereto in its entirety and to fully comply with the General Conditions, Definitions and Directives stated therein.

In line with PPPFA 2022 Regulations:

- 16.1. An organ of state must, in the tender documents, stipulate—
- (a) the applicable preference point system as envisaged in regulations 4, 5, 6 or 7;
 - (b) The specific goal in the invitation to submit the tender for which a point may be awarded, and the number of points that will be awarded to each goal, and proof of the claim for such goal.
- 16.2. If it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) Any other invitation for tender, that either the 80/20 or the 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system.
- 16.3. Evaluation
- The tender will be evaluated based on the 80/20 in terms of PPPFA 2022
 - The evaluation of tender offers is Method 1: Price and Preference, using the 80/20 preference point system.

Specific Goals	Description	Maximum Points
Race	At least 51% South African Black ownership and/or more than 51% management controlled by South African black people (Black Owned Enterprise (BOE)) The tenderer is required to submit a copy of the Service Providers FULL CSD report to claim points above.	10
Locality	Within Msunduzi Jurisdiction	10
	Within Umgungundlovu Jurisdiction	5
	Bidders to only submit a lease agreement or Municipal Account in the name of the company to claim points above(outside of Umgungundlovu will be scored 0 points).	
	Total Preference Points (Specific Goals)	20

The tenderer is required to submit a copy of the Service Providers CIPC certificate, a **FULL CSD** report as well as **original certified copies** of all Members/ Directors/ Owners Identity Documents to be eligible to claim the above-prescribed Specific Goals Preference Points.

Failure to submit the above will result in zero (0) points being awarded per goal.

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17. JOINT VENTURE AGREEMENTS AND CONSORTIUMS

Tenderers intending to tender in the form of Joint Ventures / Consortiums **must submit** the following documentation together with the tender:-

- 1) Original valid Tax Clearance Certificates or a Tax Compliance Status Verification Pins issued by SARS of all parties of the Joint Venture/Consortium;
- 2) All parties of the Joint Venture/Consortium must submit signed copies of:-
 - a) The Declaration of Interest Form;
 - b) The Declaration of Bidder's Past Supply Chain Management Practices Form, and,
 - c) The Certificate of Independent Bid Determination Form.
- 3) An undertaking duly signed by all parties of the Joint Venture/Consortium indicating their intention to enter into an agreement for the purposes of this contract, and,

Further to the above, the name of the Joint Venture/Consortium must appear on the relevant pages of the document. Failure to comply with these requirements shall lead to disqualification.

18. ADJUDICATION CRITERIA

The tender shall be evaluated on the 80/20 or 90/10 Preference Point System in accordance with the Preferential Procurement Regulations, 2022, issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000.

19. COMBATIVE TENDERING

The Supply Chain Management Regulations states that Combative tendering practices are unethical and illegal. These include but are not limited to:-

- (i) Suggestions to fictitious lower quotations;
- (ii) Reference to non-existent competition;
- (iii) Exploiting errors in bids;
- (iv) Soliciting bids from Tenderers whose names appear on the list of restricted bidders/suppliers/persons, and,
- (v) Submission of two bids by a Tenderer.

Any **attempt** by a Tenderer to contravene this condition which is brought to the notice of the Municipal Manager or the Head: Supply Chain Management shall result in the disqualification of the tender. The Council further reserves the right to take any other action as it may deem necessary.

20. COUNCIL'S LIABILITY AND INDEMNITY

- 20.1 The Service Provider hereby indemnifies the Council and its employees and agents against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of the execution of this contract.
- 20.2 The Council shall not be held liable to the Service Provider for any direct or indirect damages or losses and the Council shall be indemnified and held free against claims arising out of:-
 - 20.2.1 any negligent or innocent misrepresentations made by the Council, its employees or agents in respect of any data, information and statistics supplied to the Service Provider prior to or during the contract; provided that this condition shall not deprive the Contractor of any payments lawfully due to the Service Provider in terms of the contract, and
 - 20.2.2 a change in a legislative provision applicable to the contract

21. ASSIGNMENT AND SUBLETTING

Neither the Service Provider nor the Council shall assign or cede the contract or any part thereof or any benefit or interest therein or thereunder without the written consent of the other. The Service Provider shall not sub-let the whole or any part of this contract without the written consent of the Employer's Agent and such consent, if given, shall not relieve the Service Provider from any liability or obligation under the contract.

22. SEQUESTRATION OR SURRENDER OF SERVICE PROVIDER'S ESTATE

In the event of an order being made for sequestration of the Service Provider's estate, whether provisional or final, or in the event of an application being made for such order, or in the event of the Service Provider making application for the surrender of the Service Provider's estate, or if the Service Provider shall enter into, make or execute any deed of assignment or other composition or arrangement with, or assignment for the benefit of the Service Provider's creditors, or purport to do so, or if the Service Provider, being a company, shall pass a resolution, or if the Court shall make an order for the liquidation of such company, the Council shall have the right, summarily and without recourse to law, to terminate the contract without payment of any compensation to the Service Provider, and without prejudice to the right of the Council to sue the Service Provider for any damages sustained by it in consequence of one or the other of the afore-mentioned events.

23. SECRECY OF INFORMATION

Subject to the provisions of the Promotion of Access to Information Act, the information revealed in this tender document is to be classified as confidential. Accordingly, the Employer's Agent reserves the right to request references and generally examine bona fides and available facilities of any Company of Firm wanting to participate in this contract.

24. LAW TO APPLY

The contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise between the Council and the Service Provider in regard to the contract shall be settled in the Republic of South Africa.

25. PATENT RIGHTS

The Service Provider shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and shall hold the Council indemnified and harmless against any claims for loss or damage to (including legal expenses) arising therefrom.

26. CONTRACT TO BE IN CONFORMITY WITH BY-LAWS AND ANY OTHER APPLICABLE LAWS

The contract shall be carried out subject to and in conformity with any law, regulation or By-law which is of application thereto and shall be conditional upon any necessary consent required by law being obtained.

27. OCCUPATIONAL HEALTH AND SAFETY ACT

The attached Annexure "B" hereto must be completed thereby indemnifying the Msunduzi Municipality of any claims which may arise in terms of the Occupational Health and Safety Act (Act 85 of 1993), as amended.

28. MANDATORY REQUIREMENTS

Description of Mandatory Requirement	Bidder Capacity Trait to be tested by the Mandatory Requirement	Custodian/Principal of Mandatory Requirement	Documentary proof: NB: Commissioner of Oaths required by law or Other verification method possible
Labour Intensive Construction (LIC) Certification	Labour Intensive Construction (LIC) training certification with a minimum of NQF L4 for the Construction Manager for CIDB Grade 6GB or higher	Bidder	Bidder must Submit the qualification and certificate of professional body, certified by a Commissioner of Oath.
Qualification of the project leader	Must hold a minimum qualification of a Bachelor's Degree in Civil Engineering/Construction Management/Quantity Surveying , and be registered with the professional body relevant to their discipline, namely: • Civil Engineering: Engineering Council of South Africa (ECSA) or • Construction Management: South African Council for the Project and Construction Management Professions (SACPCMP) or • Quantity Surveying: South African Council for the Quantity Surveying Profession (SACQSP).	Bidder	Bidder must Submit the qualification, certified by a Commissioner of Oath.
	Must hold a minimum qualification of Labour Intensive Construction NQF level 7	Bidder	Bidder must Submit the qualification and certificate of professional body, certified by a Commissioner of Oath.
Qualification of the project Architect	Must hold a minimum qualification of Bachelor's degree in Architecture plus professional registration Architect with SACAP.	Bidder	Bidder must Submit the qualification and certificate of professional body, certified by a Commissioner of Oath.
Qualification of the project Structure engineer	Must hold a minimum qualification of Bachelor's degree in Civil Engineering together with professional registration with ECSA as an engineer/technologist		Must be active on the day of evaluation
Registration of company with CIDB	CIDB 6GB or higher		Bidder must Submit the qualification and certificate of professional body, certified by a Commissioner of Oath.

29. VERIFICATION OF INFORMATION

Msunduzi Municipality reserve the right to verify supporting documents submitted by the bidder.

STANDARD CONDITIONS OF TENDER

General Condition of the contract 2015 shall apply unless stated otherwise

(As published in Annex F of the CIDB Standard for Uniformity in Construction Procurement in Board Notice 86 of 2010 in Government Gazette No 33239 of 26 May 2010)

F.1 General

F.1.1 Actions

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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

- e) **Organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

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

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

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

F.1.5.2 The employer may not, subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers, re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

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

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Only the Tenderers who comply with the following will have their tender evaluated:

Tenders who conform / meet the SCR verification process

- (a) Registered in the Central Supplier Database in terms of Circular 81 of the Municipal Finance Management Act (MFMA)
- (b) Minimum CIDB contractor grading designation 6GB or higher
- (c) Tenderers shall provide details of the Contracts Manager, Construction Manager, Construction Supervisor and Construction Health and Safety Officer's experience in work of a similar nature to that for which their tender is submitted.
- (d) Attach a detailed CV and Proof of Qualification and Proof of Professional Registration

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

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

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

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

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

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be

withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Respond to a request for clarification received up to five working days before the tender

closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

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

F.3.11.3 Method 2: Financial offer and preference

In the case of a financial offer and preferences:

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

$$\text{TEV} = \text{NFO} + \text{NP}$$

Where: **NFO** is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

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

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

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality

offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.

- b) Calculate the total number of tender evaluation points (**TEV**) in accordance with the following formula:

$$TEV = NFO + NQ$$

Where: **NFO** is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

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

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

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

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

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

$$TEV = NFO + NP + NQ$$

Where: **NFO** is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

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

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

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

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

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

$$NFO = W1 \times A$$

Where: **NFO** is the number of tender evaluation points awarded for the financial offer.

W1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

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

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

F.3.11.8 Scoring preferences

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

F.3.11.9 Scoring quality

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data. Calculate the total number of tender evaluation points for quality using the following formula:

$$NQ = W2 \times SO / MS$$

Where: **SO** is the score for quality allocated to the submission under consideration;

MS is the maximum possible score for quality in respect of a submission, and

W2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Preferential Procurement

1. An organ of state must, in the tender documents, stipulate-
 - (a) the applicable preference point system as envisaged in regulations 4, 5, 6 or 7;
 - (b) the specific goal in the invitation to submit the tender for which a point may be awarded, and the number of points that will be awarded to each goal, and proof of the claim for such goal.
2. If it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - a. an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - b. any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system

F.3.12.2. CALCULATION OF THE PREFERENT POINTS SYSTEM

Preference point system

- (a) The 80/20 preference point system is applicable to bids with a rand value equal to, or above R30 000 and up to a rand value of R50 million (all applicable taxes included).
- (b) The 90/10 preference point system is applicable to bids with a Rand value above R50 million (all applicable taxes included)

80/20 preference point system for acquisition of goods or services with Rand equal to R30,000 up to R50 million

1. The following formula must be used to calculate the points out of 80 for price in respect of an invitation for a tender with a Rand value equal to R30,000 up to R50 million, inclusive of all applicable taxes:

The PPPFA prescribes that the lowest acceptable bid will score 80 or 90 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis.

The formulae to be utilized in calculating points scored for price are as follows: 80/20 Preference point system (for acquisition of services, works or goods up to a Rand value of R50 million) (all applicable taxes included)

$$Ps = 80[1 - ((Pt - Pmin)/Pmin)]$$

Where

Ps = Points scored for comparative price of bid or offer under consideration

Pt = Comparative price of bid or offer under consideration

Pmin = Comparative price of lowest acceptable bid or offer.

Preference point system (for acquisition of services, works or goods with a Rand value above R50 million) (all applicable taxes included)

$$Ps = 90[1 - ((Pt - Pmin)/Pmin)]$$

Where

Ps = Points scored for comparative price of bid or offer under consideration

Pt = Comparative price of bid or offer under consideration

Pmin = Comparative price of lowest acceptable bid or offer.

2. A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.
3. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
4. Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points

80/20 preference points system for tenders for income-generating contracts with Rand value equal to R30,000 up to R50 million

1. The following formula must be used to calculate the points for price in respect of an invitation for tender for income-generating contracts, with a Rand value equal to R30,000 up to R50 million, inclusive of all applicable taxes:

The PPPFA prescribes that the lowest acceptable bid will score 80 or 90 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis.

The formulae to be utilized in calculating points scored for price are as follows: 80/20 Preference point system (for acquisition of services, works or goods up to a Rand value of R50 million) (all applicable taxes included)

$$Ps = 80[1 + ((Pt - P_{min})/P_{max})]$$

Where

Ps = Points scored for comparative price of bid or offer under consideration

Pt = Comparative price of bid or offer under consideration

Pmin = Comparative price of lowest acceptable bid or offer.

Preference point system (for acquisition of services, works or goods with a Rand value above R50million) (all applicable taxes included)

$$Ps = 90[1 + ((Pt - P_{min})/P_{max})]$$

Where

Ps = Points scored for comparative price of bid or offer under consideration

Pt = Comparative price of bid or offer under consideration

Pmin = Comparative price of lowest acceptable bid or offer.

2. A maximum of 20 points for 80/20 preference system or 10 Points for 90/10 preference points system may be awarded to a tenderer for the specific goal specified for the tender.
3. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
4. Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

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

80/20 preference points system for tenders for income-generating contracts with Rand value equal to R30,000 up to R50 million

1. The following formula must be used to calculate the points for price in respect of an invitation for tender for income-generating contracts, with a Rand value equal to R30,000 up to R50 million, inclusive of all applicable taxes:

The PPPFA prescribes that the lowest acceptable bid will score 80 or 90 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis.

The formulae to be utilized in calculating points scored for price are as follows: 80/20 Preference point system (for acquisition of services, works or goods up to a Rand value of R50 million) (all applicable taxes included)

$$Ps = 80[1 + ((Pt - P_{min})/P_{max})]$$

Where

Ps = Points scored for comparative price of bid or offer under consideration

Pt = Comparative price of bid or offer under consideration

Pmin = Comparative price of lowest acceptable bid or offer.

Preference point system (for acquisition of services, works or goods with a Rand value above R50million) (all applicable taxes included)

$$Ps = 90[1 + ((Pt - P_{min})/P_{max})]$$

Where

Ps = Points scored for comparative price of bid or offer under consideration

Pt = Comparative price of bid or offer under consideration

Pmin = Comparative price of lowest acceptable bid or offer.

2. A maximum of 20 points for 80/20 preference system or 10 Points for 90/10 preference points system may be awarded to a tenderer for the specific goal specified for the tender.

3. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

4. Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

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

F.3.12.3. BASKET OF SPECIFIC GOALS AND OR TARGETED PROCUREMENT OBJECTIVES

The municipality shall set appropriate specific goals and or Targeted Procurement objectives which must form part of the invitation to tender, set as performance criteria within contracts. The basket of preference goals as contained in the relevant legislation are listed hereunder and the Municipality is at liberty to apply specific goals in any combination format depending on their preference targets. Municipality may include in their policy specific goals as part of their tendering conditions.

1. Preference Goal 1

Ownership as specific goal

(1) A maximum of 20 points (80/20 preference points system) or 10 (90/10 preference points system), may be allocated. Bidder may score preference points based on company ownership.

(2) If the Municipality applies ownership as specific goal, the Municipality must advertise the tender with a specific tendering preferential procurement requirement that in order for a tenderer to claim 10 / 20 points for specific goals, a tendering company must have the following ownership:

- race, (Historically Disadvantaged Persons) or
- gender (Historically Disadvantaged Persons) or;
- disability (Historically Disadvantaged Persons).

(3) Ownership verification may be conducted through the Companies and Intellectual Property Commission (CIPC).

2. Preference Goal 2

RDP Goals

2.1. Over and above the awarding of preference points in favor of HDIs, the following activities may be regarded as a contribution towards achieving the goals of the RDP (published in Government Gazette No. 16085 dated 23 November 1994):

- a. The promotion of South African owned enterprises;
- b. The promotion of export orientated production to create jobs;
- c. The promotion of SMMEs;
- d. The creation of new jobs or the intensification of labor absorption;
- e. The promotion of enterprises located in a specific province for work to be done or services to

- be rendered in that province;
- f. The promotion of enterprises located in a specific region for work to be done or services to be rendered in that region;
- g. The promotion of enterprises located in a specific municipal area for work to be done or services to be rendered;
- h. The promotion of enterprises located in rural areas;
- i. The empowerment of the work force by standardising the level of skill and knowledge of workers;
- j. The development of human resources, including by assisting in tertiary and other advanced training programmes, in line with key indicators such as percentage of wage bill spent on education and training and improvement of management skills; and
- k. The upliftment of communities through, but not limited to, housing, transport, schools, infrastructure donations, and charity organizations

3. Preference Goal 3

Combinations of any other Goals

3.1. The Municipality may also combine any specific goals above in a manner that will help them evaluate and apply preference points to tenders.

3.2. The municipality shall set appropriate Local Economic Development Targets in the form of Contract Participation Goals and or Targeted Procurement objectives which must form part of the invitation to tender, set as performance criteria within contracts, where appropriate, for the following target groups:

- 3.2.1. Priority population groups
- 3.2.2. Women
- 3.2.3. Youth
- 3.2.4. Disabled
- 3.2.5. Co-operatives
- 3.2.6. Military Veterans
- 3.2.7. Location of a Business Enterprise

3.3. Targeted Procurement Criteria will be applied, where feasible, on a tender-by-tender basis.

3.4. Address declared by the prospective bidder in the National Treasury Central Supplier Database (CSD) or in Msunduzi Municipality vendor database shall be used to determine the location of a business enterprise.

3.5. The preference points system is still to be used on the sale or letting of assets and in accordance with the disposals management section of this policy.

F.3.13 Insurance provided by the employer

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

F.3.14 Acceptance of tender offer

F.3.14.1 Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,

- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.15 Prepare contract documents

F.3.15.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

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

F.3.15.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Complete adjudicator's contract

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

F.3.17 Notice to unsuccessful tenderers

F.3.17.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.17.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.18 Provide copies of the contracts

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

F.3.19 Provide written reasons for actions taken

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

MSUNDUZI MUNICIPALITY

CONSTRUCTION OF THE COMMUNITY HALL FOR CIDB GRADE 6GB OR HIGHER AT EDENDALE

CC WITHIN WARD 22

CONTRACT NO: SCM 33 OF 25/26

SPECIFICATION

1.0 INVITATION TO BID ON AN OPEN TENDER PROCESS

The Msunduzi Municipality hereby invites tenders from suitably qualified and experienced service providers with CIDB Contractor Grading designation of 6GB or higher on an open tender process as publicly advertised by the Municipality, for the Construction of Edendale Unit CC Community Hall within ward 22.

2.0 PROJECT MANAGER

Simphiwe Malanda
Cell: 083 371 5692
Simphiwe.Malanda@msunduzi.gov.za

3.0 PROCUREMENT GATES

Procurement Gate No. 1(Need, Scope Market analysis, Project estimates, MFMA S33 (Community and stake holder consultation)
Procurement Gate No. 1 – Procurement strategy
Procurement Gate No. 2 – Approved procurement documents
Procurement Gate No. 3 – Confirmation of cash flow process (Includes attachment of cash flow process)

4.0 SCOPE OF WORKS

The Works to be carried out under this contract entails the following:

Scope of Works – 8-Point Summary (Community Hall ±560 m²)

- Preliminaries & Setup – Insurances/guarantees, HSE file, quality plan; site establishment, temporary services, setting-out and environmental controls.
- Earthworks & Platform – Cut/fill to design levels, compaction/testing; temporary stormwater control.
- External Civils & Services – Trenching and connections for water, sewer, stormwater and electrical; chambers/valves/manholes; construct site accesses.
- Substructure – Excavate and cast reinforced strip/isolated footings; DPM/DPC; hardcore/layerworks and reinforced surface bed, ramps and stairs.
- Superstructure & Roof – Load-bearing brickwork and ring beams; supply/erect roof structure with insulation, roof sheeting, flashings, gutters & downpipes.
- Architectural & Envelope – Internal partitions; install doors, windows & ironmongery; ceilings, plaster, screeds, tiling/painting; kitchen/joinery, stage and specials.
- Building Services (MEP) – Electrical DB, circuits, lighting (incl. emergency), earthing, external lights; plumbing & drainage with sanitaryware and geysers/heat pumps (if specified); fire equipment to code.
- External Works & Close-out – Access road and parking (layerworks, kerbs, surfacing, markings); fencing & gates, landscaping and reinstatement; testing/commissioning, as-builts/O&M manuals, snagging, Practical/Final Completion.

5.0 CONTRACT PERIOD

The contract period shall be 28 weeks (07 Months) from the date of site handover.

6.0 INSURANCES REQUIRED

- The limit of indemnity for liability insurance is R5 000 000.00 per event, the number of events being unlimited.

- Contractor all risk insurance (SASRIA).

7.0 RETENTION AND SURETIES

- 10% shall be withheld from each interim payment certificate, as retention money, and shall be paid in accordance with clause 6.10.3 of the GCC 2015, 3rd Edition.
- The Contractor is required to provide a security for the due performance of the Contract in the form of a Performance Guarantee, equal to the value of 10% of the Contract value, issued by a registered financial services provider or by cash payment made out to the account of the Msunduzi Municipality.

8.0 PENALTIES

The Penalties for failing to complete the Works within contract duration shall be in line with GCC 2015 (3rd Edition).

9.0 COMPLIANCE WITH ANY LEGISLATION, BYLAWS, ETC.

- Contractors will be deemed by submitting a tender to have undertaken to comply fully for all purposes under this Contract with all current legislation and related regulations.
- The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2014 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).
- The Contractor shall comply with the Environmental Specification prepared by the Employer; and is deemed to have made himself conversant with all legislation pertaining to the environment, including provincial and local government ordinances, which may be applicable to the contract.
- The Contractor shall comply with the guidelines specified in GCC 2015- 3rd Edition.
- MFMA
- SCM Regulations
- Msunduzi SCM Policy
- PPFA 2022
- SANS 1200

10.0 GUARANTEE/WARRANTY / DEFECTS LIABILITY PERIOD

12 months from date of completion.

11.0 DRAWINGS

A set of Tender Drawings will be provided for the purposes of estimating and pricing of the Works. The Contract shall be executed in accordance with the Construction Drawings issued by the Engineer.

12.0 INSPECTION OF CONTRACTOR'S PREMESIS

An inspection of the Contractor's Site Camp will be done by the Engineer upon award of a Service Provider, to ensure compliance to the specifications in this regard.

13.0 ESCALATION

Escalation is not applicable for the first 12 months of the contract. Escalation will only be applicable from month 13 onwards (excluding any penalty period if applicable) utilizing month 12 as the base month for calculations. This will be on monies owed from month 13 onwards.

14.0 MAINTENANCE PERIOD

N/A

15.0 MATERIALS

All materials and equipment used in the execution of the Contract must comply with the SANS 1200 specification and/or the engineers specification. The contractor is required to attain approval for specified materials by the engineer prior to order or delivery to site. Costs associated for failure to comply hereof will be borne by the contractor.

16.0 MANDATORY REQUIREMENTS

Description of mandatory requirement	Bidder capacity trait to be tested by mandatory requirements	Verification method
Qualification of the project leader	Must hold a minimum qualification of a Bachelor's Degree in Civil Engineering/Construction Management/Quantity Surveying, and be registered with the professional body relevant to their discipline, namely: • Civil Engineering: Engineering Council of South Africa (ECSA) or • Construction Management: South African Council for the Project and Construction Management Professions (SACPCMP) or • Quantity Surveying: South African Council for the Quantity Surveying Profession (SACQSP).	Bidder must Submit the qualification and certificate of professional body, certified by a Commissioner of Oath.
	Must hold a minimum qualification of Labour Intensive Construction NQF level 7	Bidder must Submit the qualification, certified by a Commissioner of Oath.
Qualification of the project Architect	Must hold a minimum qualification of Bachelor's degree in Architecture plus professional registration Architect with SACAP.	Bidder must Submit the qualification and certificate of professional body, certified by a Commissioner of Oath.
Qualification of the project Structure engineer	Must hold a minimum qualification of Bachelor's degree in Civil Engineering together with professional registration with ECSA as an engineer/technologist	Bidder must Submit the qualification and certificate of professional body, certified by a Commissioner of Oath.
Registration of company with CIDB	CIDB 6GB or higher	Must be active on the day of evaluation

17.0 EVALUATION CRITERIA

- The tender will be evaluated through two (2) stages:

- Stage 1- Functionality
- Stage 2- Price and Preference (80/20 in terms of PPPFA 2022)

17.1 Stage 1 - Functionality Test

- Bidders **MUST** also submit proof or supporting documents in order to claim points, failure to do so will result in no points being awarded, e.g. qualification certificates for project engineer and CV's clearly indicating the no. of years in water and sanitation projects.
- Certified copies of required certificates **MUST** be submitted, not copies of the certified copy. Failure to do so will also result in no points being allocated.

The table below lists the returnable schedules that set out the scoring criteria and sub-criteria, and the percentage weighting for the score achieved against the relevant schedule to be used for functionality.

Key aspect of criterion	Basis for points allocation	Score	Max. Points	Verification Method
1. Experience of the Bidder (Name of traceable reference with contact details to be included for verification. Completion Certificates & Reference Letters signed by the Client);	Completed Community Halls projects of minimum value R5 or more mil in the last 10 years.	5 points per project e.g. 5points x 5 projects = 25, 5points x 4 projects = 20 points, etc	25	Appointment letters, copies of completion certificates and Reference Letters signed by the Client to be attached
	No submissions, Incomplete submissions; No references; No Completion Certificates	0		
2. Qualifications of the site agent (Civil Engineering or Construction Management and Quantity Survey) only - any replacement of the site agent, during the course of the project, must be agreed in writing with the Engineer and must be of an equal or higher qualification.	National Diploma in Civil Engineering or Construction Manager and Quantity Survey	10	10	Curriculum Vitae with Certified Copy of (Commissioner of Oath) of Qualification
	Certificate N6 in Civil Engineering / BSc Degree in Civil Engineering	5		
	No submission or incomplete submission; No C.V, No Qualification Certificate, Uncertified documents.	0		
3. Relevant Experience of the site agent	15 less or equal years of experience	10	10	Curriculum Vitae with Certified Copy of (Commissioner of Oath) of Qualification
	10 more or equal years of experience	6		
	5 more or equal years of experience	4		
	2 or more years of experience	2		
	0 to 1 years of experience or more	0		
4. Qualifications of the Contract Manager (Civil Engineering or Construction Management and Quantity Survey) only - any replacement of the site agent, during the course of the project, must be agreed in writing with the Engineer and must be of an equal or higher qualification.	BSC Degree, B-Tech or higher in Civil Engineering or Construction Management and Quantity Survey	10	10	Curriculum Vitae with Certified Copy of (Commissioner of Oath) of Qualification
	National Diploma in Civil Engineering or Construction Management and Quantity Survey	6		
	Certificate N6 in Civil Engineering	3		
	No submission or incomplete submission; No C.V, No Qualification Certificate, Uncertified documents.	0		
5. Relevant Experience of the Contract Manager	15 less or equal years of experience	10	10	Curriculum Vitae with Certified Copy of (Commissioner of Oath) of Qualification
	10 more or equal years of experience	6		
	5 more or equal years of experience	4		

	2 or more years of experience	2		
	0 to 1 year of experience or more	0		
6. Schedule Plant (Certificate of registration of plant must be issued in the name of the company. The company is required to submit a copy of the plant logbook registered in the company's name, or alternatively, submit the purchase invoice as proof of ownership.)	Tipper truck	5	25	copy of the plant logbook registered in the company's name, or purchase invoice as proof letter intension to hire sign by both parties if you do not own the plant
	TLB	5		
	Excavator	5		
	Skidstear loader	5		
	Bakkie	5		
Total Points			90	

Tenderers to meet a minimum threshold of 72 points (80%) in order to move onto the next stage.

NB: Experience in Structural Building Projects e.g. Community Halls, Lecture Halls, and Warehouses etc. Associated works in the last 10 years. Completed.

17.2 Specific Goals- 80/20 in line with PPPFA 2022

Specific Goals	Description	Maximum Points
Race	At least 51% South African Black ownership and/or more than 51% management controlled by South African black people (Black Owned Enterprise (BOE)) The tenderer is required to submit a copy of the Service Providers FULL CSD report to claim points above.	10
Locality	Within Msunduzi Jurisdiction	10
	Within Umgungundlovu Jurisdiction	5
	Bidders to only submit a lease agreement or Municipal Account in the name of the company to claim points above (outside of Umgungundlovu will be scored 0 points).	
	Total Preference Points (Specific Goals)	20

Failure to submit the above will result in zero (0) points being awarded per goal.

It is proposed that the tender evaluation be done as follows:

17.3 Tender Eligibility (F.2.1.1)

Only the Tenderers who comply with the following will have their tender evaluated:

- Registered in the Central Supplier Database in terms of Circular 81 of the Municipal Finance Management Act (MFMA)
- Minimum CIDB contractor grading designation 6GB or higher
- Tenderers shall provide details of the Contracts Manager, Construction Manager, Construction Supervisor and Construction Health and Safety Officer's experience in work of a similar nature to that for which their tender is submitted.
- Attach a detailed CV and Proof of Qualification and Proof of Professional Registration

18.0 ANY OTHER IMPORTANT INFORMATION

31.1. As per SCM policy

Subcontracting as condition of tender

If feasible to subcontract for a **contract above R5 million**, Msunduzi Municipality will apply subcontracting to advance designated groups.

If the Msunduzi Municipality applies subcontracting as contemplated in sub regulation (1), the Municipality must advertise the tender with a specific tendering condition that the successful tenderer must subcontract a minimum of 30% of the value of the contract to-

- (a) Msunduzi EME;
- (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;
- (i) Msunduzi Manufacturing Enterprise
- (j) Location of a Business Enterprise or
- (i) more than one of the categories referred to in paragraphs (a) to (j)

T 2.1 RETURNABLE DOCUMENTS

1. Authority for signatory
2. Declaration of municipal fees
3. Declaration of interest
4. Declaration of bidder's past supply chain management practices
5. Certificate of independent bid determination
6. Declaration for procurement above R10 million (all applicable taxes included)
7. OHS act declaration and submission
8. Workmen's compensation registration certificate
9. UIF registration certificate
10. Compulsory enterprise questionnaire
11. Tax clearance requirements
12. Preference points claim form in terms of the preferential procurement regulations 2022
13. Registration with CIDB
14. Compulsory site inspection
15. Record of addenda to tender documents
16. Competency of key personnel
17. Schedule of proposed sub-contractors
18. Alterations by tenderer
19. Alternative tenders
20. Tender programme
21. Form of offer

T2.2 RETURNABLE SCHEDULES

FORM	CONTENTS	PAGE No.	RETURNED Y/N
A	AUTHORITY FOR SIGNATORY	T2.2/3	
B	DECLARATION OF MUNICIPAL FEES	T2.2/4	
C	DECLARATION OF INTEREST	T2.2/5	
D	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	T2.2/7	
E	CERTIFICATE OF INDEPENDENT BID DETERMINATION	T2.2/9	
F	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)	T2.2/11	
G	OHS ACT DECLARATION AND SUBMISSION	T2.2/13	
H	WORKMEN'S COMPENSATION REGISTRATION CERTIFICATE	T2.2/15	
I	UIF REGISTRATION CERTIFICATE	T2.2/16	
J	COMPULSORY ENTERPRISE QUESTIONNAIRE	T2.2/17	
K	TAX CLEARANCE REQUIREMENTS	T2.2/20	
L	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	T2.2/21	
M	REGISTRATION WITH CIDB	T2.2/26	
N	TENDER BRIEFING MEETING CERTIFICATE	T2.2/27	
O	RECORD OF ADDENDA TO TENDER DOCUMENTS	T2.2/28	
P	COMPETENCY OF KEY PERSONNEL	T2.2/29	
Q	SCHEDULE OF PROPOSED SUB-CONTRACTORS	T2.2/34	
R	ALTERATIONS BY TENDERER	T2.2/35	
S	ALTERNATIVE TENDERS	T2.2/36	
T	TENDER PROGRAMME	T2.2/37	
U	TENDERER'S PARTICIPATION IN JOB CREATION USING LOCAL LABOUR & SKILLS TRAINING	T2.2/38	
V	ISO 9001:2015 QUALITY MANAGEMENT SYSTEM	T2.2/42	
W	NHBRC REGISTRATION CERTIFICATE	T2.2/43	

A. AUTHORITY FOR SIGNATORY

I/We*, the undersigned, am/are* duly authorised to sign the tender document on behalf of

.....

by virtue of the Articles of Association/Resolution of the Board of Directors*, of which a certified copy is attached, or

Full Name of Signatory:

Capacity of Signatory:

Signature:

Date:

Witnesses:-

(1) Full Name:

Signature: Date.....

(2) Full Name:

Signature: Date.....

* ***Delete whichever is inapplicable or complete as indicated if none are applicable.***

* **Signatories for companies must establish their authority by enclosing herewith a copy of the relevant resolution of the Board of Directors duly signed and dated**

B. DECLARATION OF MUNICIPAL FEES

I/We do hereby declare that the Municipal Fees of _____

Is/are, as at the date of the tender closing, fully paid up, or arrangements have been concluded with the Municipality to pay the said Fees:-

<u>Description</u>	<u>Account No.</u>
Electricity	_____
Water	_____
Rates	_____

I/We acknowledge that should it be found that the Municipal Fees are not up to date, the Council may take such remedial action as it required, including termination of contract, and any income due to the Contractor shall be utilised to offset any monies due to the Council.

Full Name of Signatory.....

Capacity of Signatory.....

I.D. Number.....

Duly Authorised to sign on behalf of.....

Physical Address.....

.....

.....

Signature Date

C. DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

- 3.1 Full Name of bidder or his or her representative:
- 3.2 Identity Number:
- 3.3 Position occupied in the Company (director, trustee shareholder²):
.....
- 3.4 Company Registration Number:
- 3.5 Tax Reference Number:
- 3.6 VAT Registration Number:
- 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.
.....

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

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

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

- 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars
.....
- 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.10.1 If yes, furnish particulars

.....

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

3.11.1 If yes, furnish particulars

.....

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

3.12.1 If yes, furnish particulars

.....

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

3.13.1 If yes, furnish particulars

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

4. Full details of Directors / Trustees / Members / Shareholders.

Full Name	Identity Number	State Employee Number

Name of Signatory

Signature

Designation of the Deponent

Name of Bidder

D. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	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 <i>audi alteram partem</i> 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.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, the undersigned (name)

.....

certify that the information furnished on this Declaration Form is correct.

I accept that the state may act against me should this declaration prove to be false.

Signature Date

E. CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

F. 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:

* Delete if not applicable

1. Are you by law required to prepare annual financial statements for auditing?

***YES / NO**

- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

2. 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?

***YES / NO**

- 2.1 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.

- 2.2 If yes, provide particulars.

.....

.....

3. 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?

***YES / NO**

- 3.1 If yes, furnish particulars

.....

.....

4. 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?

***YES / NO**

- 4.1 If yes, furnish particulars

.....

.....

CERTIFICATION

I, THE UNDERSIGNED, (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

G. OHS ACT DECLARATION AND SUBMISSION

The Tenderer declares himself to be conversant with the following:

1. All the requirements, regulations and standards of the Occupational Health and Safety Act No. 85 of 1993, hereinafter referred to as the Act, together with its amendments and with special reference to the following Sections of the Act:
 - i) SECTION 8: General duties of employers to their employees
 - ii) SECTION 9: General duties of employers and self-employed persons to persons other than employees.
 - iii) SECTION 13: Duty to inform
 - iv) SECTION 37: Acts or omissions by employees or mandatories
 - v) SUB-SECTION 37(2) relating to the purpose and meaning of this Agreement
2. Construction Regulations, 2014 (Government Notice 37305. 7 February 2014) pertaining to the Contractor and to all his sub-contractors, or any amendments thereto.
3. Tender document Part 5: Specification for Occupational Health and Safety, including all the Annexures.

The Tenderer declares that he has or will obtain the necessary knowledge, competence and resources to comply fully with all OHS Act requirements should he be awarded the contract.

SECTION 37(1)

Whenever an employee does or omits to do any act which would be an offence in terms of this Act for the employer of such employee or a user to do or omit to do, then, it is proved that –

- (a) *in doing or omitting to do the act the employee was acting without connivance or permission of the employer or any such user;*
- (b) *it was not under any condition or in any circumstance within the scope of the authority of the employee to do or omit to do an act, whether lawful or unlawful, of the character of the act or omission charged; and*
- (c) *all reasonable steps were taken by the employer or any such user to prevent any act or omission of the kind in question,*

the employer or any such user himself shall be presumed to have done or omitted to do that act, and shall be liable to be convicted and sentenced in respect thereof; and the fact that he issued instructions forbidding any act or omission of the kind in question shall not, in itself, be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.

SECTION 37(2)

The provisions of subsection (1) shall “mutatis mutandi” apply in the case of a mandatory of any employer or user, except if the parties have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of this Act.

ACCEPTANCE BY MANDATORY

In terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 85 of 1993,

I, _____

(Name of PRINCIPAL CONTRACTOR / Representative) acting for and on behalf of

_____ (Name of
PRINCIPAL CONTRACTOR / Company) undertake to ensure that the requirements and provisions of the
Health and Safety Specifications issued by the client at the following site:

_____ (Name of
Site) are complied with in the following manner:

- To produce, review, monitor and enforce a Health and Safety Plan which has been approved by the Client, an Agent for the Client or a Principal Contractor;
- To include a risk assessment in the Health and Safety Plan which identifies all hazards pertaining to the project;
- To ensure that all relevant documentation required by the Occupational Health and Safety Act and Regulations, including the Construction Regulations, the Compensation for Occupational Injuries and Diseases Act as well as any other statutory laws as amended from time to time is available on site in the health and safety file;
- Enforce precautionary measures stipulated in the risk assessments.

The person signing this agreement confirms that he/she has the authority to so sign and to bind his/her employer, the said Contractor.

Signature: _____ Date: _____

(on behalf of PRINCIPAL CONTRACTOR)

Signature: _____ Date: _____

(CLIENT- Msunduzi Municipality)

Print Name: _____

(Name of CLIENT Representative)

H. WORKMEN'S COMPENSATION REGISTRATION CERTIFICATE

Attach original (or certified copy) of the Workmen's Compensation Letter of Good Standing to this page. When applicable the option to submit an original or certified copy of the letter from the Agent authorized by the Workmen's Compensation Commissioner will be accepted.

NOTE: Failure to do so will lead to your tender being disqualified.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

I. UIF REGISTRATION CERTIFICATE

[The Tenderer's Unemployment Insurance Fund (UIF) Registration Certificate to be inserted here]

J. COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

--

Section 2: VAT registration number, if any:

--

Section 3: CIDB registration number, if any:

--

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 6 partners

Section 5: Particulars of companies and close corporations

Company registration number	
Close corporation number	
Tax reference number	

Attach a certified copy of valid CIPRO Certificate to this page.

Section 6: Record of service of the state

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

☐ a member of any municipal council	☐ 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 any provincial legislature	☐ a member of an accounting authority of any national or provincial public entity

☐ a member of the National Assembly or the National Council of Province	☐ an employee of Parliament or a provincial legislature
☐ a member of the board of directors of any municipal entity	
☐ an official of any municipality or municipal entity	

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

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

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

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

☐ a member of any municipal council	☐ 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 any provincial legislature	☐ a member of an accounting authority of any national or provincial public entity		
☐ a member of the National Assembly or the National Council of Province	☐ an employee of Parliament or a provincial legislature		
☐ a member of the board of directors of any municipal entity			
☐ an official of any municipality or municipal entity			
Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months
*insert separate page if necessary			

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

- i) 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 exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other Tendering entities submitting Tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- 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.

K. TAX CLEARANCE 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. In order to meet this requirement bidders are required to complete in full the attached Form TCC-001 "Application for a Tax Clearance Certificate" 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. SARS will then furnish the bidder with a PIN for Tax Status Compliance Verification.
3. The PIN for Tax Status Compliance Verification must be submitted together with the bid. Failure to submit the PIN will result in the invalidation of the bid.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate PIN.
5. 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. 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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

L. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 Preference Point System shall be applicable.

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals must not exceed	100

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

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

2. DEFINITIONS

- (a) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (b) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (d) **“highest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders;
- (e) **“lowest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has lowest price compared to other tenders;
- (f) **“price”** means amount of money tendered for good or services, and includes all applicable taxes less all unconditional discounts;

- (g) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (h) **“Rand Value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation;
- (i) **“specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (j) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (k) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where: -

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- $P_{\min}$ = Price of lowest acceptable bid

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

3.2.1 POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$	or	$P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$

Where: -

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender.
- 4.2 For the purpose of this tender points will be allocated in accordance with the specific goals as outlined in the Tender Document specification and must be supported by proof / documentation stated therein.
- 4.3 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

5. SUB-CONTRACTING

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

(Tick applicable box)

YES		NO	
-----	--	----	--

- 5.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%?
- ii) The name of the sub-contractor.....
.....
- iii) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

- iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2022:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Co-operative owned by black people		
Black people who are military veterans		
OR		
Msunduzi EME		
Msunduzi Manufacturing Enterprise		
Location of a Business Enterprise		

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of company/firm.....

6.2 VAT registration number.....

6.3 Company registration number.....

6.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

6.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

6.7 MUNICIPAL INFORMATION

Municipality where business is situated.....

Registered Account Number:

Stand Number:

6.8 Total number of years the company/firm has been in business.....

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 5.2, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES:

1. 2.....

.....
SIGNATURE(S) OF BIDDER(S)

DATE:

ADDRESS:

.....
.....

M. REGISTRATION WITH CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

The Tenderer shall attach to this page either:

- Written proof of the tenderers registration with CIDB as a category 6GB or Higher
- Written proof of the tenderers application to CIDB for registration as a contractor in the category listed above.

In the case of a joint venture, each tenderer making up the joint venture shall attach their CIDB or CIDB registration certificates here.

NOTE:

Failure to affix such documentation as prescribed to this page shall result in this tender not being further considered for the award of the contract.

Tenderers submitted written proof of application to CIDB will be considered provided their registration can be confirmed with CIDB on the day of evaluation. ***Failure will lead to your tender being disqualified.***

Signed _____ Date _____
Name _____ Position _____
Tenderer _____

N. TENDER BREIFING MEETING

TENDER BRIEFING MEETING CERTIFICATE

A compulsory site inspection will be held on **13th of February 2026 @ 10:00**

The meeting point for the site inspection will take place at the offices of the **Auditorium No. 1, 1st Floor, Bessie Head Library, 260 Church Street, Pietermaritzburg, 3201**

Compulsory Site Inspection Certificate

It is hereby certified that I have attended the Compulsory Site Inspection and have satisfied myself of the conditions and circumstances which may influence the Works and the cost thereof.

(Print clearly)

NAME OF REPRESENTATIVE :

ON BEHALF OF TENDERER :

ADDRESS :

.....

TELEPHONE NUMBER :

SIGNATURE (FOR TENDERER) :

SIGNATURE (FOR EMPLOYER'S AGENT) :

MSUNDUZI STAMP

O. RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the employer or his Agent before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

P. COMPETENCY OF KEY PERSONNEL

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

- Construction Manager at NQF level 4

Tenderers' attention is drawn to the required minimum supervisor to worker ratio for this project stated in the Particular Specifications.

The Tenderer must insert in the spaces provided below the relevant details of the personnel to be employed in the construction of the Works possessing the required qualifications in the supervision or management of LIC projects. A copy of the relevant qualification certificate for each such person shall be attached to the next page.

As this is a mandatory requirement, failure to submit the above will lead to disqualification of the tender.

DESIGNATION	NAME	NAME OF TRAINING INSTITUTION	QUALIFICATION OBTAINED IN THE SUPERVISION OR MANAGEMENT OF LIC PROJECTS	YEAR QUALIFICATION OBTAINED

(a) **Contracts Manager**

CONTRACTS MANAGER	NAME:		
NB: - Attach a detailed CV and Proof of Qualification and Proof of Professional Registration - All supporting documentation to be certified by a Commissioner of Oaths as per the functionality requirements.			
CLIENT & NATURE OF WORK	POSITION HELD	VALUE OF WORK	PROJECT DURATION

(b) Construction Manager – To be appointed in line with 8 (1) of the Construction Regulations, 2014

CONSTRUCTION MANAGER (LIC NQF LEVEL 4)	NAME:		
NB: - Minimum Qualification shall be National Diploma in Civil Engineering - Attach a detailed CV and Proof of Qualification - All supporting documentation to be certified by a Commissioner of Oaths as per the functionality requirements.			
CLIENT & NATURE OF WORK	POSITION HELD	VALUE OF WORK	PROJECT DURATION

(c) Construction Supervisor – To be appointed in line with 8 (7) of the Construction Regulations, 2014

CONSTRUCTION SUPERVISOR (Foreman) (NQF LEVEL 4)	NAME:		
NB: Attach a detailed CV			
CLIENT & NATURE OF WORK	POSITION HELD	VALUE OF WORK	PROJECT DURATION

(d) Construction Health & Safety Officer – To be appointed in line with 8 (5) of the Construction Regulations, 2014

CONSTRUCTION HEALTH & SAFETY OFFICER		NAME:.....	
CLIENT & NATURE OF WORK	POSITION HELD	VALUE OF WORK	PROJECT DURATION

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

Q. SCHEDULE OF PROPOSED SUB-CONTRACTORS

The Tenderer shall list below any Sub-Contractors he wishes to employ to carry out part(s) of the Work.

The acceptance of his tender shall not be construed as approval of all or any of the listed Sub-Contractors. Should any or all of the Sub-Contractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender. Furthermore, the tendered unit rates for the various items of work shall remain final and binding.

NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS	NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED	PREVIOUS EXPERIENCE WITH SUBCONTRACTOR OR RECENT WORK EXECUTED BY THE SUB-CONTRACTOR

Signed _____ Date _____

Name	Position
------	----------

Tenderer

R. ALTERATIONS BY TENDERER

Should the Tenderer desire to make any departures from, or modifications to the General Conditions of Contract, Specifications, Bill of Quantities or Drawings, or to qualify his tender in any way; he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to the tender, and referred to hereunder. Failing to comply with the aforesaid will deem the tender unqualified. If no departures or modifications are desired the Schedule hereunder is to be marked NIL and in any case signed by the Tenderer.

PAGE	CLAUSE OR ITEM	REMARKS

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

S. ALTERNATIVE TENDERS

On condition that the Tenderer submits an offer in accordance with the Tender Documents, any alternative offers which he may wish to submit as proposals, detailed hereunder or on separate sheets referred to hereunder and attached to this page, will be given consideration at the Employer's discretion, provided that they are described, measured and priced in sufficient detail to enable the Employer's Agent to draw reliable conclusions.

[illegible]

Signed _____ Date _____

Name	Position
------	----------

Tenderer

T. TENDER PROGRAMME

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

PROGRAMME

ACTIVITY	WEEKS													

[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Form C of Page T2.2/4 hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data]

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

U. TENDERER'S PARTICIPATION IN JOB CREATION USING LOCAL LABOUR

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

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

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

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

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

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

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

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

The minimum required content of such local labour for this project shall be **5 %**.

(Compiler to insert the target minimum percentage based on detailed calculations of the local labour component anticipated for each scheduled pay item, including the pay items contributing to the provisional sum associated with the construction Works carried out by Targeted Enterprise subcontractors appointed).

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

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

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

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

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

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

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

Name:

Duly authorized to sign on behalf of:

SIGNATURE:

DATE:

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

Failure to complete, sign and date this form shall result in the tender being considered non-responsive in terms of subclause F.3.8 of the Conditions of Tender and such a tender shall be rejected.

Structured training programmes

The Contractor, supported by the training provider, shall plan then implement structured training programmes for generic, entrepreneurial and construction skills training.

Training courses shall commence within four months of the Contractor taking possession of the Site, and shall be completed before the Due Completion Date. *(Compiler to note that training courses cannot commence until the Contractor has fully established his facilities on site, including the required training facilities, and until the labourers that will be the recipients of the intended training have been recruited. The recruitment of labour, in turn, will to a large extent commence only after the initial subcontractors have been procured. A reasonable amount of time must therefore be allowed before the training process can commence).*

All training shall take place within normal working hours, or as otherwise agreed with the learners.

The training provider shall design, compile and deliver the structured training programmes, based on the information obtained from the skills analysis.

The structured training programmes designed by the training provider for the generic skills training shall comprise relevant general courses such as basic hygiene and HIV/AIDS awareness, first aid, road safety, managing personal finance, and other courses that would be useful to workers in the road construction industry or as life skills generally.

The structured training programmes designed by the training provider for the entrepreneurial skills training shall comprise unit standards that contribute towards one or more of the following full learnership qualifications, as appropriate taking into consideration the skills analysis information for the selected candidates (details of the learnership qualifications and the applicable unit standards may be found on the website www.saqa.org.za):

ENTREPRENEURIAL SKILLS TRAINING				
Qualification title	SAQA qualification ID	NQF level	Minimum credits	Purpose of qualification
National Certificate: Supervision of Construction Processes	49053	Level 4	176	Learners found competent against this qualification will be able to execute the supervision of construction processes, with specialisation in a specific context

(Compiler to liaise with the project manager regarding any further possible entrepreneurial skills training qualifications required for the contract).

The structured training programmes designed by the training provider for the construction skills training shall comprise unit standards that contribute towards one or more of the following full learnership qualifications, as appropriate taking into consideration the skills analysis information for the selected candidates (details of the learnership qualifications and the applicable unit standards may be found on the website www.saqa.org.za):

CONSTRUCTION SKILLS TRAINING				
Qualification title	SAQA qualification ID	NQF level	Minimum credits	Purpose of qualification
National Certificate: Supervision of Construction Processes	49053	Level 4	176	Learners found competent against this qualification will be able to execute the supervision of construction processes, with specialisation in a specific context
National Certificate: Occupational Health, Safety and Environment	74269	Level 2	120	This qualification is to equip learners working in any type of workplace with a broad understanding and knowledge of Occupational Health, Safety and Environmental (HSE) concepts and practices with sufficient detail to enable them to function in a safe and healthy way and to deal with health and safety problems and issues.

The Contractor's proposed training programmes shall be subject to the approval of the Employer's Agent, and the Contractor shall, if so instructed by the Employer's Agent, alter or amend the programmes and the course content to meet any additional needs identified.

The Contractor shall be responsible for everything necessary for the delivery of the training programmes, including:

- (a) the provision of the trainers;
- (b) the provision of a suitable secure venue complete with adequate furniture, lighting, air conditioning, power and ablution facilities;
- (c) the provision of all necessary stationery, consumables and study materials;
- (d) the transportation of the learners to and from the training facility;
- (e) the payment of wages to all learners during the classroom training at a rate equal to the minimum wage rate as set on an annual basis in the Ministerial Determination for the Expanded Public Works Programme;
- (f) the provision of any relevant Personal Protective Equipment (PPE) required for the training; and
- (g) additional supervision of the learners during the practical learning stage of the training carried out by constructing relevant elements of the Works (wages for the learners during this stage of the training will be paid through the rates tendered for the relevant scheduled work items for those elements).

At the successful completion of each course, the Contractor's training provider shall, as proof of attendance and completion, issue each learner with a certificate indicating the course content.

The training provider shall also ensure that each unit standard contributing towards a full learnership qualification and successfully completed by the learner is entered onto the national database.

The Contractor shall keep comprehensive records of the training given to each learner and the certificates issued and shall provide copies of such records to the Employer's Agent when required.

The Contractor shall also complete and submit to the Employer's Agent each month, in a format acceptable to the Employer (using the EPWP Data Collection Tool template), a return detailing the training provided, both for the month and cumulatively for the contract.

V. ISO 9001:2015 QUALITY MANAGEMENT SYSTEM

The Tenderer shall confirm that it operates a fully certified ISO 9001:2015 Quality Management System in respect of Construction Management within the Built Environment. This Quality Management System shall be applied to all aspects of the Contract, in accordance with the Contract, the Project Specifications, and good industry practice.

A legible copy of the valid ISO 9001:2015 certificate and the accompanying schedule of scope is attached to this Tender submission.

Certification Body	_____
Certificate Number	_____
Initial Issue Date	_____
Current Issue Date	_____
Expiry Date	_____
Scope (as per certificate)	Construction Management within the Built Environment

The Tenderer undertakes to implement, maintain, and continuously improve the above Quality Management System throughout the duration of the Contract.

[Note: The certificate must be valid at the tender closing date.]

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

V. NHBRC REGISTRATION – MANDATORY RETURNABLE DOCUMENT

The Tenderer shall confirm that it is currently registered with the National Home Builders Registration Council (NHBRC) in terms of the Housing Consumers Protection Measures Act, 1998. A legible copy of the valid NHBRC Registration Certificate together with proof of current renewal/good standing is attached to this Tender submission.

Registration Authority	National Home Builders Registration Council (NHBRC)
Registration Number	
Company Name (as on certificate)	
Initial Registration Date	
Current Renewal / Issue Date	
Expiry / Renewal Due Date	
Scope (as per certificate)	Home Builder (Residential)

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

PART 1

AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

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

SCM 33 of 24/25: CONSTRUCTION OF THE COMMUNITY HALL FOR CIDB GRADE 6GB OR HIGHER AT EDENDALE CC WITHIN WARD 22

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

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

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

Print clearly in words.....

.....

R.....(in figures)

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

Signature(s)

Name(s)

Capacity

Organization Name

Address.....

.....

Witness Signature **Date**

B. ACCEPTANCE

By signing this part of this 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 1	Agreements and Contract Data (which includes this Agreement)
PART 2	Pricing Data
PART 3	Scope of Work
PART 4	Annexures

Drawings and documents, or parts thereof, may be incorporated by reference into Parts 1 – 4 above.

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

Name(s)

Capacity

Organization Name

Address.....

.....

Witness Signature **Date**

C. SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Tenderer's covering letter shall not be included in the final contract document. Should any further matter in such letter, which constitutes a deviation as aforesaid become the subject to agreements reached during the process of the Offer and Acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of Offer and Acceptance, either as a confirmation, clarification or change to the tender documents and which it is agreed by the parties, becomes an obligation of the contract and shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the contract.

1.	SUBJECT:	.....
	DETAILS:	.....
		
2.	SUBJECT:	.....
	DETAILS:	.....
		
3.	SUBJECT:	.....
	DETAILS:	.....
		
4.	SUBJECT:	.....
	DETAILS:	.....
		
5.	SUBJECT:	.....
	DETAILS:	.....
		
6.	SUBJECT:	.....
	DETAILS:	.....
		

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to

the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance.

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

FOR THE TENDERER

Print clearly

Signature(s)

Name(s)

Capacity

Organization Name

Address.....

.....

Witness Signature **Date**

FOR THE EMPLOYER

Print clearly

Signature(s)

Name(s)

Capacity

Organization Name

Address.....

.....

Witness Signature **Date**

C1.2 CONTRACT DATA

A. CONDITIONS OF CONTRACT

The conditions of contract applicable to this project shall be the General Conditions of Contract for Construction Works, 3rd Edition 2015, published by the South African Institution of Civil Engineering.

B. CONTRACT SPECIFIC DATA

(Clause numbers refer to Clauses in the General Conditions of Contract for Construction Works (3rd Edition 2015))

*** To be completed by Tenderer**

DESCRIPTION	CLAUSE	DETAILS
Defects Liability Period	1.1.1.13	12 calendar months from the date of issue of the Certificate of Completion
Time for achieving Practical Completion (including non-working and special non-working days)	1.1.1.14	Employers Time for Completion is 28 weeks (7 Months)
Name of Employer	1.1.1.15	Msunduzi Municipality
Employers Agent	1.1.1.16	TBC
Contract Pricing Strategy	1.1.1.26	Re-measurable Contract
Address of Employer	1.2.1.2	AS Chetty Building, 333 Church Street, Pietermaritzburg, 3201
Address of Employers Agent	1.2.1.2	56 Ridge Road, Scottsville, Pietermaritzburg, 3201
Specific approval of the Employer Required	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 GCC 2015 THIRD EDITION. Clause 6.3: Variation Clause 5.12: Extension of Time for Practical Completion
Contractor's General Obligations	4.1.1 and SCC 4.1.1:	The penalty for failing to achieve the monetary value of the target set by the Employer for local labour content in terms of Part F: Requirements of the Expanded Public Works Programme (EPWP) of section C3.3 Particular Specifications in Part C3: Scope of Works, is 5% of the monetary value by which the achieved monetary value falls short of the target monetary value.
Documentation Required Before Commencement with Works Execution	5.3.1	- Health and Safety File, approved by the Safety Agent (Refer to Clause 4.3) - Initial Programme (Refer to Clause 5.6) - Performance Guarantee (Refer to Clause 6.2) - Insurances (Refer to Clause 8.6)

		- Letter of Good Standing with Compensation Commissioner. - Construction Notice with the Department of Labour
Time to Submit Documentation Required Before Commencement with Works Execution	5.3.2	Within 14 days after the Commencement Date.
Non-working and special non-working days	1.1.1.12 & 5.8.1	Non-working days are Sundays. Special non-working days are the year-end break and statutory public holidays.
Year-end break	5.8.1	18/12/2025 to 05/01/2026 (both days included)
Amount of Penalty	5.13.1	The penalty for failing to meet the requirements shall be as per GCC 2015, 3 rd Edition.
Latent Defect Period	5.16.3	10 years.
Performance Guarantee	6.2.1	10% of the Accepted Offer
Duration of Guarantee	6.2.3	12 months from date of completion.
Contract Price Adjustment	6.8.2	Is applicable from month 13 utilising month 12 as the base month for calculations.
Percentage advance on material not yet built into the Permanent Works	6.10.1.5	80 percent
Percentage Retention	6.10.3	10 percent
Limit of Retention Money	6.10.3	5 percent of the total Contract Price
Delivery of Contractor's Completion Statement	6.10.8	14 days after the date of issue of the Certificate of Completion
Delivery of Contractor's final statement	6.10.9	14 days after the date of issue of the Certificate of Final Approval
Insurance of the Works	8.6.1	Required
Special Risks Insurance	8.6.1.2	SASRIA all risk is required
Minimum Amount of Liability Insurance	8.6.1.3	The limit of indemnity for liability insurance is R5 000 000.00 per event, the number of events being unlimited.
Settlement of disputes to be by	10.5.2 & 10.7.1	Ad-hoc adjudication followed by Arbitration (following the Rules for Conduct of Arbitrations published by the Association of Arbitrators)
Penalties	F1.11	The penalty that is applicable to any shortfall in the local labour content achieved. The specified minimum percentage of local labour content is 5%

C. SPECIAL CONDITIONS OF CONTRACT

CLAUSE 4.1

EXTENT OF CONTRACTOR'S OBLIGATIONS

SCC 4.1.1 Extent of Contractor's obligations

Add the following new paragraphs to the end of Clause 4.1.1:

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

Clause 4.1.3 – Add the following sub-clause:

"Where the Contractor elects to offer a design or of affecting the permanent works, the design shall be subject to the written approval of the Employer's Agent. The Contractor shall make any changes required by the Employer's Agent at no extra cost to the Employer."

CLAUSE 4.3

LEGAL PROVISIONS

Clause 4.3.1 – Add the following sub-clause:

4.3.1.1 The Occupational Health and Safety Act (1993) (OHS Act) as amended shall apply. The Employers Agent Representative shall be co-opted as a member of the Contractor's Safety Committee for the Works in accordance with Section 19 of the OHS Act. The Explosives Regulations Act 26 of 1956 and as amended shall apply.

Clause 4.3.2 – Delete the words "If required"

CLAUSE 4.4

SUBCONTRACTING

Msunduzi SCM Policy

52.3 Subcontracting as condition of tender

- (1) If feasible to subcontract for a contract above R5 million, Msunduzi Municipality will apply subcontracting to advance designated groups.
- (2) If the Msunduzi Municipality applies subcontracting as contemplated in sub regulation (1), the Municipality must advertise the tender with a specific tendering condition that the successful tenderer must subcontract a minimum of 30% of the value of the contract to-
 - (a) Msunduzi EME;
 - (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;
 - (i) Msunduzi Manufacturing Enterprise

- (j) Location of a Business Enterprise or
- (i) more than one of the categories referred to in paragraphs (a) to (j).
- (3) The Msunduzi Municipality will make available the list of all suppliers registered on database approved by the National Treasury to provide the required goods or services in respect of the applicable designated groups mentioned in subregulation (2) from which the tenderer must select a supplier.
- (4) A person awarded a contract may only enter into a subcontracting arrangement with the approval of the Municipality.

52.4 Subcontracting after award of tender

- (1) A person awarded a contract may only enter into a subcontracting arrangement with the approval of the Municipality.

52.5 **80/20** preference point

- (1) A tenderer must submit proof to claim points for specific goals.
- (2) A tenderer failing to submit proof for specific goals may not be disqualified, but-
- (a) may only score points out of 80 for price; and
- (b) scores 0 points out of 20 for specific goals.
- (3) The points scored by a tenderer for specific goals in terms of sub regulation (2) must be added to the points scored for price under sub regulation (1).
- (4) The points scored for the price must be added to the points scored for the specific goal to obtain the bidder's total points scored out of 100.
- (5) The points scored must be rounded off to the nearest two decimal places.
- (6) the contract must be awarded to the tenderer scoring the highest points.
- (7)(a) If the price offered by a tenderer scoring the highest points is not market related, the organ of state may not award the contract to that tenderer.
- (b) The Msunduzi Municipality may-
- (i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;
- (ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;
- (iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.
- (c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

52.6 90/10 preference point system for acquisition of goods or services with Rand value above R50 million

- (1) A tenderer must submit proof to claim points for specific goals.
- (2) A tenderer failing to submit proof for specific goals may not be disqualified, but-
- (a) may only score points out of 90 for price; and
- (b) scores 0 points out of 10 for B-BBEE.

- (3) The points scored by a tenderer for specific goals in terms of sub regulation (2) must be added to the points scored for price under sub regulation (1).
- (4) The points scored for the price must be added to the points scored for the specific goal to obtain the bidder's total points scored out of 100.
- (5) The points scored must be rounded off to the nearest two decimal places.
- (6) the contract must be awarded to the tenderer scoring the highest points.
- (7)(a) If the price offered by a tenderer scoring the highest points is not market related, the organ of state may not award the contract to that tenderer.
- (b) The Municipality may-
 - (i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;
 - (ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;
 - (iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.
- (c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the Msunduzi Municipality must cancel the tender.

CLAUSE 5.8
NON-WORKING HOURS AND SPECIAL NON-WORKING DAYS

The first paragraph is to be amended to read:

"None of the Works shall be executed except between 07:00 and 17:00 on Monday to Friday inclusive and 13:00 on Saturday of any week or on any non-working and special non-working days stated in the Contract Data unless"

Delete sub-clauses 5.8.1.2 and 5.8.1.3.

CLAUSE 5.12
EXTENSION OF TIME FOR PRACTICAL COMPLETION

Add to sub-clause 5.12

"Extensions of time for practical completion due to abnormal climatic conditions shall be determined in accordance with Clause PS 4.3.6 "Critical Path" method.

CLAUSE 6.6
PROVISIONAL SUMS

Sub-Clause 6.6.1.2.2 - Delete the entire sub-clause.

CLAUSE 6.10.1
MONTHLY PAYMENTS

Add sub-clause 6.10.1.9:

"In order to meet payment submission deadlines stipulated by the Client, the Contractor must do **measurement** for inclusion into monthly valuations from the **26th day of the preceding month** to the **25th day of the current month**."

Add sub-clause 6.10.1.10:

“In order to facilitate payment, the Contractor must ensure that all valuations and payment certificates, including labour returns, are submitted to the Employers Agent by the **27th day** of the current month.”
Should the 27th fall on a non-working day or special non-working day, the certificate is to be submitted on or before the previous working day.

CLAUSE 6.10.4
DELIVERY, DISSATISFACTION WITH A PAYMENT OF PAYMENT CERTIFICATE

Replace

“28 Days in the seventh line with 35 days.”

CLAUSE 6.11
VARIATIONS EXCEEDING 15 PERCENT

Delete the entire clause.

CLAUSE 8.5
REPORTING ACCIDENTS

Clause 8.5.1 – Delete, in the second paragraph, “If required by Employers Agent”

TESTING AND COMMISSIONING

Testing and commissioning of the works described in this contract shall be witnessed by the Employers Agent in the presence of a representative of the Employer.

**GUIDELINES FOR THE IMPLEMENTATION OF L.I.C. INFRASTRUCTURE PROJECTS UNDER THE
EXPANDED PUBLIC WORKS PROGRAMME.**

In terms of Government Gazette Notice No. 23045 dated 25 January 2002 of the Basic Conditions of Employment Act of 1997, this project is classified as a Special Public Works Programme (SPWP).

The tenderers should take note of the relevant requirements in the Guidelines to the following:

1. Basic conditions of employment.
2. Sourcing of labour in accordance with SANS 1914-5

CIVIL ENGINEERING INDUSTRY MINIMUM WAGE RATE OF R30/ HOUR (8 Hour Day)

Locally employed persons shall be remunerated at the Task Grade 1 Wage Rate per hour, whichever is the greater, which comes into effect during the currency of the Contract as reflected in:

1. the latest Sectorial Determination for the Civil Engineering Sector (Government Gazette No. 37749); or
2. a Civil Engineering Industry Wage & Task Grade COLLECTIVE AGREEMENT facilitated by the Bargaining Council for the Civil Engineering Industry (BCCEI); or as adopted following
3. a signed agreement between the South African Federation of Civil Engineering Contractors (SAFCEC) and labour unions.

All other terms of employment shall be structured in accordance with the 'Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)- Second Edition July 2005- Pages 7-12'. Refer Part 5- Annexures- Item 1.7.

EPWP REPORTING

Monthly reporting must be submitted by the 05th of each month for the previous month e.g. Jan 2025 reporting to be submitted by the 5th of Feb 2025 and so on, together with the following information:

1. EPWP Excel Reporting Template
2. Signed contracts between employer and employees
3. Certified ID copies
4. Proof of Payments to each labour

NB: Cash payments or payments into one bank account for multiple employees is not accepted. Each labour must have a bank account in their name and payment made into each bank account.

D. DATA PROVIDED BY CONTRACTOR

Clause	Data
1.1.1.9	The Contractor is
1.2.1.2	The Contractor's address for receipt of communications is: Physical address: Postal address: Telephone: Fax: E-mail:

PART 2

PRICING DATA

C2.1 PRICING INSTRUCTIONS

1. The Tenderer is advised to check the number of pages and, should any be found to be missing or in duplicate or the figures or writing indistinct or the Bill of Quantities containing any obvious errors, the Tenderer must inform the Engineer at once and have it rectified. No liability whatsoever will be admitted in respect of errors due to the foregoing.

Should there be any doubt or obscurity as to the meaning of any particular item, the Tenderer must obtain an explanation of it, in writing, from the Engineer. No claims for extras arising from any such doubt or obscurity will be admitted after delivery of the tender.
2. The work is to be in accordance with the drawings, specifications and instructions and under the supervision and to the entire satisfaction of the Engineer.
3. The Bills of Quantities should be read in conjunction with the Conditions of Contract, the Specifications and Drawings for the full intent and meaning of each clause or item. The quantities are measured generally in accordance with SABS 1200.
4. The sum and unit prices to be inserted in the Bill of Quantities are to be the fully inclusive value of the work described under the several items, including all costs and expenses which may be required in and for the construction of the work described, together with all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based.
5. A sum or unit price is to be entered against each item in the Bill of Quantities, whether quantities are stated or not. Items against which no price is entered will be considered as covered by other prices or rates in the Bills.
6. All unit prices, extensions and totals must be filled in, in **BLACK INK**.
7. No claim whatsoever will be allowed in respect of errors in pricing due to brevity of description of items which are fully described when read in conjunction with the relevant instruction.
8. The Tenderer is advised that, where trade or patent names are used in description of items in the Bill of Quantities, except in the case of nominated suppliers or sub-Contractors, it does not necessarily follow that these specific materials will be used.

The trade or patent names are inserted in the description only as a guide to the Tenderer and to make clear the type of material required. All or any of these items may be replaced at the Engineer's discretion by other similar and approved materials without affecting the Billed Unit Prices.

Where such a change involves a difference in the basic price of the item, the Contractor will be requested to submit a revised unit price before the order is placed and this will be subject to the approval and acceptance of the Engineer.

Where, however, a trade or patent name is used in the description of an item and the Tenderer offers an alternative material, the onus will be on the Tenderer to produce proof that his material offered is equal in all respects to the material used in the description.
9. The Tenderer is hereby advised that, while every endeavor has been made to ensure the correctness of the quantities and descriptions of all labour and materials in the Bill of Quantities, any errors (whether in excess or short of the actual quantity, or insufficiently or incorrectly described) will be adjusted on completion of the Contract by the Engineer. For this purpose, the entire contents of the Bill of Quantities are to be considered as provisional and therefore subject to re-measurement and adjustment in part or as a whole. All such adjustment will be based on, or pro rata to, the Schedule unit prices submitted by the Contractor. The Bill of Quantities is not necessarily correct for ordering purposes.
10. It is deemed that provision for head office overheads, consumables, stores, profit, etc, as well as all labour, material and plant costs, is made in the priced items of the measured Bill following the Preliminary and General Bill and that any increases and decreases in the measured quantities will correspondingly adjust for these charges.
11. The column headed 'CLAUSE' in the Bill of Quantities, where used, indicates specifications and/or clauses in which further information in respect of billed items can be obtained. This is meant as an

aid to Tenderers but does not imply that the specifications or clauses referred to are the only sources of information in respect of these items and further information and explanations may be found elsewhere in the Contract Documents and on the Drawings.

12. It is deemed that all costs incurred by the Contractor to ensure conformity with the Environmental Management Specifications, is made in the priced items of the measured Bill following the Preliminary and General Bill and that any increases and decreases in the measured quantities will correspondingly adjust for these charges.
13. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorized use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

ITEMS SCHEDULED FOR CONSTRUCTION USING LABOUR-INTENSIVE METHODS

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

The items marked with the letters LI include:

- (a) Items in the SABS 1200 Standard Specifications that would normally be carried out using labour-intensive construction methods.
- (b) Items in the SABS Standard Specifications that would normally be carried out using plant but which have been modified specifically so as to require the use of labour-intensive construction methods instead of plant for some or all of the work components of the item.
- (c) New items that have been written for this contract specifically requiring the use of labour-intensive construction methods rather than plant for some or all of the work components of the item.

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

14. The Contractor will be required to prepare and submit monthly returns. (Refer Annexure 1.5)

C2.2 BILL OF QUANTITIES

CONTRACT NO: SCM 33 OF 25/26
 PROJECT: CONSTRUCTION OF THE COMMUNITY HALL FOR CIDB GRADE 6GB OR HIGHER AT EDENDALE CC WITHINI WARD 22
 SECTION: PRELIMINARY AND GENERAL

ITEM	REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SABS 1200 A	BILL NO.1				
		PRELIMINARY AND GENERAL				
	8,3	SCHEDULED FIXED-CHARGE AND VALUE RELATED ITEMS				
1	8.3.1	Contractual Requirements	Sum	1		
	8.3.2	Establishment of Facilities on the Site :				
	8.3.2.1	Facilities for Engineer (SABS 1200 AB)				
2		c) Nameboard (1 No)	Sum	1		
	8.3.2.2	Facilities for Contractor				
3		a) Offices and storage sheds	Sum	1		
4		b) Workshops	Sum	1		
5		e) Ablution and latrine facilities	Sum	1		
6		f) Tools and Equipment	Sum	1		
7	8.3.3	Other Fixed-charge obligations	Sum	1		
8	8.3.4	Removal of Site Establishment	Sum	1		
	8,4	SCHEDULED TIME-RELATED ITEMS				
9	8.4.1	Contractual Requirements	Sum	1		
	8.4.2.2	Facilities for Contractor				
10		a) Offices and storage sheds	Sum	1		
11		b) Workshops	Sum	1		
12		e) Ablution and latrine facilities	Sum	1		
13		f) Tools and equipment	Sum	1		
14	8.4.3	Supervision for Duration of Construction	Sum	1		
15	8.4.4	Company and head office overhead costs for Duration of the Contract	Sum	1		
16	8.4.5	Other time-related obligations	Sum	1		
		On site security service	Sum	1		
	8,7	DAYWORKS				
		Labour				
17		a) Foreman	hr	10		
18		b) Skilled	hr	20		
19		c) Unskilled	hr	60		
20		d) Surveyor	hr	20		
21		e) Material acceptance testing	Prov Sum	1	R 55 000,00	R 55 000,00
22		Contractor's markup on item 21	%			
23		f) Allowance for additional Materials	Prov Sum	1	R 25 000,00	R 25 000,00
24		Contractor's markup on item 23	%			
25		e) Liaison Officer	Prov Sum	1	R 65 000,00	R 65 000,00
26		Contractor's markup on item 25	%			
29		g) Administration for Engineer	Prov Sum	1	55 000,00	R 55 000,00
30		Contractor's markup on item 29	%			
		PLANT				
		a) Backactors				
31		i) TLB	hr	15		
32		ii) 1 KW , 22 TON	hr	10		
		b) Compactors				
33		i) Pedestrian vibrator roller (Bomag 111 or similar)	hr	10		
34		ii) Self propelled vibro roller (Bomag 210 or similar)	hr	10		
35		i) 6m3 tip truck	hr	50		
36		ii) 9000 L Watercart	hr	50		
TOTAL CARRIED FORWARD:						

CONTRACT NO: SCM 33 OF 25/26
PROJECT: CONSTRUCTION OF THE COMMUNITY HALL FOR CIDB GRADE 6GB OR HIGHER AT EDENDALE CC WITHINI WARD 22
SECTION: PRELIMINARY AND GENERAL

ITEM	REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD:						
	8,8	TEMPORARY WORKS				
37	8.8.2	Accommodation of traffic	Sum	1		
	8.8.4	Existing services				
38		c) Excavate by hand in soft material to expose services	m ³	5		
39	PSA1	As-built Plans	Sum	1		
40	AH 14.1	Prepare of risk assessment, safe work procedures, the project H & S plan, the provision of PPE	Sum	1		
41	AH 14.2	Full compliance with H & S matters during the construction period	Sum	1		
42	AH 14.3	Submission of a copy of the Health and safety file to the Client at the end of the contract	Sum	1		
	8,9	PROVISIONAL ITEMS				
43	8.9.1	Allow for new electrical connection from local authority	Prov Sum	1	R 125 000,00	R 125 000,00
44		Contractor's markup on item 43	%			
45	8.9.2	Allow for new water connection from local authority	Prov Sum	1	R 30 000,00	R 30 000,00
46		Contractor's markup on item 45	%			
47	8,9,3	Allow for new sewer connection from local authority	Prov Sum	1	R 45 000,00	R 45 000,00
48		Contractor's markup on item 47	%			
49	8,9,5	Allow for stormwater discharge and control	Prov Sum	1	R 5 000,00	R 5 000,00
50		Contractor's markup on item 49	%			
51	8,9,6	Allow Sum for signage	Prov Sum	1	R 18 000,00	R 18 000,00
52		Contractor's markup on item 51	%			
53	8,9,7	Allowance for Engineers Supervision for Duration of Construction	Prov Sum	1	R 2 980 597,45	R 2 980 597,45
54		Contractor's markup on item 53	%			
55	8,9,8	Allowance for Civil Engineering Student/ Trainee	Prov Sum	1	R 65 000,00	R 65 000,00
56		Contractor's markup on item 55	%			
57	8,9,9	Allowance for Training of Targeted Labour	Prov Sum	1	R 100 000,00	R 100 000,00
58		Contractor's markup on item 57	%			
TOTAL CARRIED FORWARD TO SUMMARY:						

CONTRACT NO: SCM 33 OF 25/26
PROJECT: CONSTRUCTION OF THE COMMUNITY HALL FOR CIDB GRADE 6GB OR HIGHER AT EDENDALE CC
SECTION: EARTHWORKS

ITEM NO	REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SABS 1200 C	BILL NO. 2				
		EARTHWORKS For Preambles refer to 'Model Preambles to All Trades' SUPPLEMENTARY PREAMBLES <u>Proprietary items or materials</u> Proprietary items or materials where specified are to be the brand specified - or other approved - by the client of the client's agent <u>Nature of Ground</u> Classification of material other than "soft excavation" shall be agreed with the Engineer before excavation can commence. The Contractor shall inform the Engineer if and when the nature of the material being excavated changes to such an extent that a new classification for further excavation is warranted. Failure on part of the Contractor to advise the Engineer thereof in good time shall entitle the Engineer to classify, at his discretion, such excavation as may have been executed in material of a different nature. For the purpose of the contract all material will either be classed as soft, intermediate , hard rock or Boulder Class A No differentialion will be made between soft and Boulder Class B excavation. The Contractor will be expected to make his own assessment in this regard and to price the rates accordingly No claim for rock excavation will be eneterained unless the Contractor has has timeously notified the Engineer thereof prior to backfilling. <u>Classes of excavation</u> Boulder excavation Class B - shall be classified as soft excavation <u>Carting away of excavated material</u> Description of carting away of excavated material shall be deemed to include loading excavated material onto trucksdirectly from the excavation or, alternatively, from stock piles situated on the building site. <u>Dewatering of excavations</u> The Contractor shall allow for removing seepage and other water from subterranean sources from the excavations by pumping, baling or otherwise Accurate records of all such dewatering shall be kept to determine the total volume of waterso removed and a clear distinction shall be made between water from subterranean sources and other water				
48		<u>Site clearance</u> Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bush, etc	m2	2750		
49		Stripping average 150mm thick layer of top soil and stockpiling on site BULK ERTHWORKS Cut to stockpile on site	m2	2750		
		Extra over for hard rock	m3	388		
			m3	110		
50		<u>EXCAVATION OTHER THAN BULK</u> <u>Excavation in earth not exceeding 2m deep</u>				
52		Trenches	m3	95		
54		<u>Back excavation of vertical sides of excavation in earth for working space including backfilling compacted to 98% Mod AASHTO density</u> Exceeding 0.5m and not exceeding 1.5m deep for placing and removing formwork to walls etc 500mm away from excavated face	m2	50		
TOTAL CARRIED FORWARD						

CONTRACT NO: SCM 33 OF 25/26
 PROJECT: CONSTRUCTION OF THE COMMUNITY HALL FOR CIDB GRADE 6GB OR HIGHER AT EDENDALE CC WITHINI WARD 22
 SECTION: EARTHWORKS

ITEM NO	Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD						
55		<u>Extra over trench and hole excavations in earth for excavation in</u>				
56		Hard Rock	m3	55		
57		<u>Extra over all excavations for carting away</u> Surplus material from excavations and/or stock piles on site to a dumping site to be located by the Contractor	m3	451		
58		<u>Risk of collapse of excavations</u> Sides of trench and hole excavations not exceeding 1.5m deep	m2	175		
59		<u>Keeping excavations free of water</u> Keeping excavations free of all water other than subterranean water	Item	1		
60		<u>EARTH FILLING, ETC.</u> <u>Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 98% Mod AASHTO density</u> Backfilling to trenches, holes, etc	m3	55		
61		<u>Earth filling G5 supplied by the contractor compacted to 98% Mod AASHTO density</u> Under floors	m3	455		
62		<u>Compaction of surfaces</u> Compaction of ground surface under floors etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 98% Mod AASHTO density	m2	565		
63		<u>Prescribed density tests on filling</u> Modified AASHTO Density test	No	30		
64		<u>Soil insecticide</u> Under floors etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	m2	560		
		To bottoms and sides of trenches etc	m2	368		
TOTAL CARRIED FORWARD TO SUMMARY						

CONTRACT NO: SCM 33 OF 25/26
PROJECT: CONSTRUCTION OF THE COMMUNITY HALL FOR CIDB GRADE 6GB OR HIGHER AT EDENDALE CC WITHINI WARD 22
SECTION: CONCRETE, FORMWORK AND REINFORCEMENT

ITEM NO	REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BILL NO. 3				
		CONCRETE, FORMWORK AND REINFORCEMENT				
		For Preambles refer to 'Model Preambles to All Trades'				
		<u>SUPPLEMENTARY PREAMBLES</u>				
		<u>Propriety items or materials</u>				
		Proprietary items or materials where specified are to be the brand specified - or other approved - by the client or the client's agent				
		<u>Tests</u>				
		The unit rate for concrete shall not include for the cost of testing				
		As the concrete used on this contract will involve small quantities the Engineer will decide when testing is to be done. The Contractor is however required to provide a minimum of 3 moulds and to make the tests				
		<u>Formwork</u>				
		Descriptions of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use				
		The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself				
		<u>UNREINFORCED CONCRETE</u>				
		<u>10MPa/20mm concrete</u>				
65		Surface blinding under footings and bases	m3	5		
		<u>REINFORCED CONCRETE</u>				
		<u>25MPa/20mm concrete</u>				
66		Surface beds on waterproofing	m3	58		
67		Stairs including landings, beams and inverted beams	m3	5		
69		Ramps	m3	2		
		30MPa/19mm concrete				
71		Beams and inverted beams	m3	2		
		<u>REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u>				
		<u>25MPa/19mm concrete</u>				
72		Strip footings	m3	37		
		<u>TEST BLOCKS</u>				
75		Making and testing 150 x 150 x 150mm concrete strength test cube	No	6		
TOTAL CARRIED FORWARD						

CONTRACT NO: SCM 33 OF 25/26
 PROJECT: CONSTRUCTION OF THE COMMUNITY HALL FOR CIDB GRADE 6GB OR HIGHER AT EDENDALE CC WITHINI WARD 22
 SECTION: CONCRETE, FORMWORK AND REINFORCEMENT

ITEM NO	Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD						
		<u>CONCRETE SUNDRIES</u>				
		<u>Finishing top surfaces of concrete smooth with a wood float</u>				
76		Surface beds, slabs, etc	m2	560		
77		Tread and risers	m2	5		
		<u>Finishing top surfaces of concrete smooth with a steel trowel</u>				
78		Surface beds, slabs, etc to falls	m2	51		
		<u>FORMWORK</u>				
		<u>ROUGH FORMWORK (DEGREE OF ACCURACY II)</u>				
		<u>Rough formwork to sides</u>				
81		Sloping ramps	m2	9		
		<u>Rough formwork to soffits</u>				
84		Stairs with sloping soffits	m2	3		
		<u>Rough formwork to sides and soffits</u>				
85		Slabs propped up not exceeding 1,5m high	m2	36		
		<u>MOVEMENT JOINTS</u>				
		<u>Saw-cut joints</u>				
87		3,2mm x 30mm Deep saw cut joints in top of concrete	m	100		
88		10mm Joints not exceeding 300mm high	m	100		
		<u>REINFORCEMENT</u>				
		<u>Plain round mild steel bar reinforcement and high yield deformed steel bar reinforcement, including hoisting or lowering and fixing in position complete</u>				
89		6mm to 40mm Diameter bar reinforcement	t	3		
		<u>Fabric reinforcement</u>				
90		Type 193 fabric reinforcement in concrete surface beds, slabs etc.	m2	560		
		<u>CONCRETE APRONS</u>				
		25 Mpa/19mm Concrete	m³	12		
		Fabric Reinforcement Type 193	m²	117		
		- Allow for concrete pumping	m³	95		
		- Concrete pump site establishments	No	2		
TOTAL CARRIED FORWARD TO SUMMARY						

CONTRACT NO: SCM 33 OF 25/26
PROJECT: CONSTRUCTION OF THE COMMUNITY HALL FOR CIDB GRADE 6GB OR HIGHER AT EDENDALE CC WITHINI WARD 22
SECTION: MASONRY

ITEM NO	REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BILL NO. 4				
		MASONRY				
		<u>FOUNDATIONS</u>				
		<u>Brickwork of NFX bricks (14 MPa nominal compressive strength) in class I mortar</u>				
91		Half brick walls	m2	16		
92		One brick wall	m2	175		
		<u>SUPERSTRUCTURE</u>				
		<u>Brickwork of NFX bricks (14 MPa nominal compressive strength) in class I mortar</u>				
		Half brick walls	m2	51		
93		One brick walls	m2	665		
		<u>Brickwork of NFP bricks in class I mortar in load bearing walls, etc</u>				
95		Half brick walls in beamfilling	m2	35		
		450 x 450 Brick Piers Concrete infill	Ea	6		
		<u>BRICKWORK SUNDRIES</u>				
		<u>Bagging of 1:3 cement and sand mixture</u>				
96		On brick walls, piers, etc.	m2	465		
		<u>Brickwork reinforcement</u>				
97		75mm Wide reinforcement built in horizontally	m	378		
98		150mm Wide reinforcement built in horizontally	m	2100		
		<u>SABS approved pre-stressed fabricated lintels</u>				
99		100 x 70mm Lintels in lengths not exceeding 3m	m	150		
		<u>Galvanised hoop iron cramps, ties, etc</u>				
101		1,6mm x 30mm Hoop iron cramps 1500mm long with one end fixed to timber frame and other end built into brickwork	No	65		
		Floor screeds 25mm thick	m2	560		
TOTAL CARRIED FORWARD TO SUMMARY						

CONTRACT NO: SCM 33 OF 25/26
PROJECT: CONSTRUCTION OF THE COMMUNITY HALL FOR CIDB GRADE 6GB OR HIGHER AT EDENDALE CC WITHINI WARD 22
SECTION: WATERPROOFING

ITEM NO	REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BILL NO. 5				
		WATERPROOFING For Preambles refer to 'Model Preambles to All Trades'				
		SUPPLEMENTARY PREAMBLES				
		Waterproofing Waterproofing of roofs, basements, etc. shall be laid under a ten year 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				
		Propriety items or materials Proprietary items or materials where specified are to be the brand specified - or other approved - by the client or the client's agent				
		DAMP-PROOFING OF WALLS AND FLOORS <u>One layer of 375 micron "Consol Plastics Brikgrid DPC"</u> <u>embossed damp proof course or equal approved</u> In walls	m	175		
105		<u>One layer of 250 micron "Consol Plastics Gunplas USB</u> <u>Green" waterproof sheeting or equal approved sealed at</u> <u>laps with "Gunplas Pressure Sensitive Tape"</u> Under surface beds	m2	585		
106		<u>Prepare and apply two coats 'Brixal' bitumen emulsion</u> <u>waterproof compound or equal approved</u> On bagged brick walls	m2	465		
107		JOINT SEALANTS ETC <u>Silicone rubber base one component sealing compound</u> In joints in frames and brickwork or concrete surfaces	m	355		
108		<u>Polysulphide sealing compound including backing cord,</u> <u>bond breaker, primer, etc.</u> 3,2 x 30mm In saw cut joint in floors	m	100		
109		10 x 100mm In isolation joints	m	100		
110						
TOTAL CARRIED FORWARD TO SUMMARY						

CONTRACT NO: SCM 33 OF 25/26
PROJECT: CONSTRUCTION OF THE COMMUNITY HALL FOR CIDB GRADE 6GB OR HIGHER AT EDENDALE CC WITHINI WARD 22
SECTION: ROOF COVERINGS, ETC

ITEM NO	REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BILL NO. 6				
111		ROOF COVERINGS, ETC For Preambles refer to 'Model Preambles to All Trades' <u>SUPPLEMENTARY PREAMBLES</u> <u>Proprietary items or materials</u> Proprietary items or materials where specified are to be the brand specified - or other approved - by the client or the client's agent <u>Fixing</u> Fixing shall be done according to SABS 1200HB with minimum 225mm end laps <u>IBR PROFILED METAL SHEETING AND ACCESSORIES</u> <u>0.5mm "Chromadec" or other approved light</u> <u>industrial sheet steel in single lengths inclusive of isolation</u> <u>with a "Colorbond" colour coated finish in "Cloudy Sky"</u> Roof covering with pitch not exceeding 25 degrees	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY						

CONTRACT NO: SCM 33 OF 25/26
PROJECT: CONSTRUCTION OF THE COMMUNITY HALL FOR CIDB GRADE 6GB OR HIGHER AT EDENDALE CC WITHINI WARD 22
SECTION: CARPENTRY AND JOINERY

ITEM NO	REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BILL NO. 7				
		CARPENTRY AND JOINERY				
		(d) The tenderer's attention is drawn to the fact that the detail drawings included at the back of these Bills of Quantities are the required design of the roof structure. It will still be the contractor's duty to see that the overall size and bearing points of the trusses meet with the architectural drawings and the completed wall structure. The manufacture and transportation of the roof trusses bracing, etc. shall be in accordance with SABS 0243 and under control of a registered Engineer. It shall be required from the manufacturer of the trusses to lodge a written guarantee that his construction has been constructed according to the plans and that he is in possession of a capability certificate issued by the Institute for Timber Construction and approved by the Representative/ Agent/ Engineer. (e) If the Contractor's supplier decided on an alternative design, the design manufacture and the transportation of the roof trusses, bracing, etc. shall be in accordance with SABS 0243 and under the control of a registered Engineer. It shall be required from the manufacturer of the trusses to lodge a written guarantee that his construction has been designed by a qualified Structural Engineer and that he is in possession of a capability certificate issued by the Institute for Timber Construction and approved by the Representative/ Agent/ Engineer. The manufacturers must supply a complete set of all drawings with the necessary structural and erection details on the drawings and must submit it to the Representative/ Agent/ Engineer, before the Contractor start with any work related to the roof structure. After approval of the drawings by the Representative/ Agent/ Engineer, the Contractor may order the material and continue with the work on the roof structure. An approved set of A1 hardcopy drawings and in electronic format must be handed to the Representative/ Agent/ Engineer to be included in his set of "As-built" drawings after completion of the contract. <u>ROOF STRUCTURE CONSTRUCTION</u> <u>The work comprises the complete design, fabrication, supply and installation of the Roof Structure Construction.</u> <u>The Timber Roof Construction Sub-Contractor shall provide all materials (such as nails, ties, trusses, rafters, bracing, painting of exposed timbers, purlins, etc), equipment, labour, services and Engineer's Certificate necessary for the complete and efficient operation of the installation, all in strict accordance to the architect's approval</u>				
113		Roof truss system by specialist to include TR1 and TR2 certification	Sum	1		
		<u>DOORS, ETC</u>				
115		<u>Doors</u> 44mm Thick single door, size 900 x 2100mm high solid horizontally slatted door	No	4		
118		40mm Thick single door, size 900 x 2100mm high horizontally hollow core door	No	12		
119		40mm Thick double door, size 1600 x 2100mm high	No	4		
		complete				
		Rebate of double doors	No	4		
TOTAL CARRIED FORWARD						

CONTRACT NO: SCM 33 OF 25/26
 PROJECT: CONSTRUCTION OF THE COMMUNITY HALL FOR CIDB GRADE 6GB OR HIGHER AT EDENDALE CC WITHINI WARD 22
 SECTION: CARPENTRY AND JOINERY

ITEM NO	Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD						
120		<u>FRAMED FRAMES, ETC</u> <u>Wrought Hardwood</u> 50 x 90mm Rebated frames plugged to suit 900 x 2100mm high door	No	16		
121		50 x 90mm Rebated frames plugged to suit 1600 x 2100mm high double door	No	4		
		Kitchen Cupboards and joinery	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY						

CONTRACT NO: SCM 33 OF 25/26
 PROJECT: CONSTRUCTION OF THE COMMUNITY HALL FOR CIDB GRADE 6GB OR HIGHER AT EDENDALE CC WITHIN WARD 22
 SECTION: CEILINGS, PARTITIONS AND ACCESS FLOORING

ITEM NO	REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BILL NO. 8				
		CEILINGS, PARTITIONS AND ACCESS FLOORING				
		For Preambles refer to 'Model Preambles to All Trades'				
		SUPPLEMENTARY PREAMBLES				
		Propriety items or materials				
		Proprietary items or materials where specified are to be the brand specified - or other approved - by the client or the client's agent				
		Fixing				
		Unless otherwise described all carpentry and joinery work shall be deemed to be fixed complete with all sawn timbers spiked on and all wrought timbers nailed on. Other methods of fixing are specially described as follows:				
		a. "Bolted on" shall mean fixed with bolts, the bolts and the holes elsewhere measured				
		b. "Plugged" shall mean fixed with hardened steel nails or with spikes or wire nails as is suitable for the member concerned to and including hardwood plugs set in brickwork, blockwork or concrete				
		c. "Plugged and screwed" shall mean fixed with screws to and including patent fibre or plastic plug set in brickwork, blockwork or concrete				
		d. "Plugged and palletted" shall mean plugging as last described and screwing with the heads of screws sunk and palletted with pellets of same timber as that being fixed, glued in				
		Branding				
		Branding shall be nailed and in addition be tied with a wire tie every third junction to the support structure				
		Bulkheads				
		Bulkheads are defined as those portions of ceilings which are stepped down from the general ceiling level in a particular room or area and which generally occur along the perimeter. Their purpose is either to conceal services or to create architectural features				
		Bulkheads have only been described as such where they conform to the above definition and where the horizontal or vertical dimensions do not exceed 900mm. Where these dimensions are more than 900mm such portions of ceilings have been included in the appropriate general items of ceilings				
		Unless otherwise described bulkheads shall be deemed to be horizontal along the length				
		NAILED UP CEILINGS				
		25mm Isoboard ceiling				
124		Rhinolite ceilings including 38 x 38mm sawn softwood branding at 600mm centres and connections to hall roof truss supports	m2	560		
		Corncicing	m	248		
TOTAL CARRIED FORWARD TO SUMMARY						

CONTRACT NO: SCM 33 OF 25/26
 PROJECT: CONSTRUCTION OF THE COMMUNITY HALL FOR CIDB GRADE 6GB OR HIGHER AT EDENDALE CC WITHINI WARD 22
 SECTION: IRONMONGERY

ITEM NO	REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BILL NO. 9				
		IRONMONGERY For Preambles refer to 'Model Preambles to All Trades'				
		<u>SUPPLEMENTARY PREAMBLES</u> <u>Propriety items or materials</u> Proprietary items or materials where specified are to be the brand specified - or other approved - by the client of the client's agent <u>Finishes to ironmongery</u> Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list: BS Satin bronze lacquered CH Chromium plated SC Satin chromium plated SE Silver enamelled GE Grey enamelled AS Anodised silver AB Anodised bronze AG Anodised gold ABL Anodised black PB Polished brass PL Polished and lacquered PT Epoxy coated SD Sanded <u>Fixing</u> Unless otherwise described all ironmongery shall be deemed to be fixed to timber, complete with and including matching screws: a. "Bolted on" shall mean fixed with bolts b. "Plugged" shall mean fixed with matching screws to and including hardwood plugs set in brickwork, blockwork or concrete <u>SUNDRIES</u>				
128		Toilet roll holders	No	7		
129		Double door lock sets	No	4		
		Single door lock sets	No	8		
		Door Hinges Set	No	24		
		Door indicator bolt lockset	No	7		
		9kg Fire extinguishers mounted on wall bracket	No	2		
TOTAL CARRIED FORWARD TO SUMMARY						

CONTRACT NO: SCM 33 OF 25/26
PROJECT: CONSTRUCTION OF THE COMMUNITY HALL FOR CIDB GRADE 6GB OR HIGHER AT EDENDALE CC WITHINI WARD 22
SECTION: METALWORK

ITEM NO	REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BILL NO. 10				
		METALWORK				
		For Preambles refer to 'Model Preambles to All Trades'				
		<u>SUPPLEMENTARY PREAMBLES</u>				
		<u>Propriety items or materials</u>				
		Proprietary items or materials where specified are to be the brand specified - or other approved - by the client or the client's agent				
		<u>Descriptions</u>				
		Descriptions of bolts shall be deemed to include nuts and washers				
		Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete				
		Metalwork described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described				
		<u>STEEL HANDRAILS, BALUSTRADES, ETC.</u>				
		<u>Welded handrails to ramp</u>				
131		Supply and install 1000mm high raking mild steel balustrade to concrete ramp with top and bottom rail, vertical post with head piece to match and foot piece including fixing to surfaces with bolts, nuts, plates, grouting, etc as per architect's approval	m	10		
		<u>ALUMINIUM SERVING HATCH</u>				
		<u>Aluminium serving hatch on gas strutt and sub frame including hinges complete</u>				
132		Hatch size 2000 x 900 high	No	1		
		<u>ALUMINIUM WINDOWS</u>				
		<u>600mm x 600mm Aluminium tophung projecting with 4mm OB glazing. Charcoal aluminium finish</u>				
133			No	9		
		<u>1500mm x 1200mm Aluminium windows to architect design with 4mm glazing. Charcoal finish</u>				
134			No	16		
		<u>BURGLAR GATES</u>				
		<u>1600mm x 2100mm Double buglar gates on 25mm tubing and 100 square bars mounted on 50mm sub frame painted Battleship grey enamel</u>				
			No	3		
		<u>900mm x 2100 Single Burglar Gates on 25mm tubing and 100 square bars mounted on 50mm sub frame painted Battleship grey enamel</u>				
			No	4		
		<u>600mm x 600mm Burglar Guards to windows on 30mm flatbar frame and 10mm square bars painted Battleship Grey enamel</u>				
			No	9		
		<u>1500mm x 1200mm Burglar Guards to windows on 30mm flatbar frame and 10mm square bars painted Battleship Grey enamel</u>				
			No	16		
TOTAL CARRIED FORWARD TO SUMMARY						

CONTRACT NO: SCM 33 OF 25/26
 PROJECT: CONSTRUCTION OF THE COMMUNITY HALL FOR CIDB GRADE 6GB OR HIGHER AT EDENDALE CC WITHINI WARD 22
 SECTION: PLASTERING

ITEM NO	REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BILL NO. 11				
		PLASTERING For Preambles refer to 'Model Preambles to All Trades'				
		<u>SUPPLEMENTARY PREAMBLES</u>				
		<u>Propriety items or materials</u> Proprietary items or materials where specified are to be the brand specified - or other approved - by the client of the client's agent				
		<u>INTERNAL PLASTER</u>				
135		<u>Cement plaster on brickwork</u> On walls	m2	623		
136		On narrow widths	m2	58		
		<u>EXTERNAL PLASTER</u>				
137		<u>Cement plaster on brickwork</u> On walls	m2	452		
138		On narrow widths	m2	58		
TOTAL CARRIED FORWARD TO SUMMARY						

CONTRACT NO: SCM 33 OF 25/26
PROJECT: CONSTRUCTION OF THE COMMUNITY HALL FOR CIDB GRADE 6GB OR HIGHER AT EDENDALE CC WITHINI WARD 22
SECTION: TILING

ITEM NO	REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BILL NO. 12				
		TILING For Preambles refer to 'Model Preambles to All Trades'				
		<u>SUPPLEMENTARY PREAMBLES</u>				
		<u>Propriety items or materials</u> Proprietary items or materials where specified are to be the brand specified - or other approved - by the client of the client's agent				
		<u>WALL TILING</u> 450 x 450mm ceramic wall tiles to plaster (plaster elsewhere measured). Apply approved adhesive to the background using a notched floor trowel. Grout with white approved anti-bacteria grouting 5mm wide (colour to be confirmed by architect)				
137		On splashbacks	m2	18		
		<u>FLOOR TILING</u> 600 x 600mm ceramic tiles fixed with adhesive and with 8mm joints in both directions and flush pointed with tinted waterproof jointing compound and sealed as per manufacturer's specifications (colour to be confirmed by engineer)				
138		On floors and landings	m2	560		
139		Skirting 100mm high	m	153		
		Expantions strips	m	100		
		Edge Strips to stairs and landings	m	28		
TOTAL CARRIED FORWARD TO SUMMARY						

CONTRACT NO: SCM 33 OF 25/26
PROJECT: CONSTRUCTION OF THE COMMUNITY HALL FOR CIDB GRADE 6GB OR HIGHER AT EDENDALE CC WITHINI WARD 22
SECTION: PLUMBING AND DRAINAGE

ITEM NO	REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BILL NO. 13				
		PLUMBING AND DRAINAGE For Preambles refer to 'Model Preambles to All Trades'				
		<u>SUPPLEMENTARY PREAMBLES</u>				
		<u>Propriety items or materials</u> Proprietary items or materials where specified are to be the brand specified - or other approved - by the client or the client's agent				
		<u>uPVC pipes and fittings:</u> Soil, waste and vent pipes and fittings shall be solvent weld jointed Where uPVC bends are specified, they shall have a minimum pressure rating of 16 bar irrespective of the rating of the pipe to which they are attached				
		<u>Copper pipes:</u> Pipes shall be hard drawn and half-hard pipes of the class stated. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), class 2 (half-hard) and class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall comply with ISO 2016. Only compression fittings shall be used in walls or in ground				
		<u>Fixing of pipes</u> 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				
		<u>Reducing fittings</u> Where fittings have reduced 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 reducers 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				
		<u>Flush pans</u> Flush pans shall have straight or side outlets and "P" or "S" traps as necessary				
		<u>Stainless steel basins, sinks, wash troughs, urinals, etc.</u> Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable				
		<u>Waste unions</u> Descriptions of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings				
TOTAL CARRIED FORWARD						

CONTRACT NO: SCM 33 OF 25/26
 PROJECT: CONSTRUCTION OF THE COMMUNITY HALL FOR CIDB GRADE 6GB OR HIGHER AT EDENDALE CC WITHINI WARD 22
 SECTION: PLUMBING AND DRAINAGE

ITEM NO	Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD						
		<u>RAINWATER DISPOSAL</u>				
144		Marly or similar approved PVC Gutters	m	117		
145		Extra over gutter for stopped end	No	6		
146		Extra over gutter for outlet for pipe	No	6		
		<u>Marley Streamline uPVC</u>				
147		160mm Diameter downpipes	m	36		
148		Extra over for bend	No	8		
149		Extra over for shoe	No	8		
		<u>SOIL DRAINAGE</u>				
		Note: Prices for all soil drain pipes in ground are to include for bedding on and surrounding with approved granular material supplied and carted on to site by the contractor to a minimum thickness of 150mm below and 300mm above the pipe and for depositing the excavated material in spoil heaps where directed on site.				
		<u>uPVC 'class 34' pipes:</u>				
150		160mm Diameter uPVC sewer pipe including excavation not exceeding 2m deep	m	65		
		<u>Manholes, etc.</u>				
151		1200mm Diameter precast concrete ring manholes with medium duty concrete lids complete as per engineer's detail	No	2		
		<u>Testing:</u>				
152		Allow for testing the whole of Soil Drainage to the satisfaction of the Architect and Local Authorities. All defective work is to be taken out and replaced at the Contractor's expense and the whole re-tested until found satisfactory.	Item	1		
		<u>SANITARY PLUMBING</u>				
		<u>Water Supply</u>				
		High density Polyethylene (HDPE) pipes				
153		50mm Diameter HDPE PE 80 Class 10 pipes with fittings in bedding including excavation not exceeding 1.5m deep	m	25		
		20mm Diameter HDPE PE Class 16 pipes with fittings in bedding including excavation not exceeding 1.5m deep	m	65		
157		Isolation valve as per detail	No	5		
158		Fire Hose reels	No	2		
		Supply and install water metre and valve box 40mm	No	1		
		Allow for chasing of all copper lines/or setting in position in retaining walls	m	50		
		Supply and install all 22 & 15mm copper pipes - Coldwater	m	43		
		Supply and install all 22 & 15mm copper pipes - hot water	m	24		
		Supply and install geyser 150 lt Kwikhot or similar approved	Unit	1		
		Supply and lay 110mm sewer pipe inclusive of excavation, backfill and fittings	m	85		
		<u>ABLUTIONS</u>				
		Black waste trap under basins	No	8		
		Floor mounted toilet pan with cistern complete	No	8		
		Top standing basin on Vanity	No	6		
		Top mounted basin taps	No	6		
		Pop up waste	No	6		
i		Wall mounted urinals with flushing valve	No	2		
		<u>KITCHEN</u>				
		Stainless steel Zinc - DOUBLE	No	1		
		Zinc Mixer	No	1		
		Zinc Bottle trap	No	1		
		Zinc waste traps + Baskets	No	1		
TOTAL CARRIED FORWARD TO SUMMARY						

CONTRACT NO: SCM 33 OF 25/26
PROJECT: CONSTRUCTION OF THE COMMUNITY HALL FOR CIDB GRADE 6GB OR HIGHER AT EDENDALE CC WITHINI WARD 22
SECTION: GLAZING

ITEM NO	REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BILL NO. 14				
162		GLAZING For Preambles refer to 'Model Preambles to All Trades' <u>TOPS, SHELVES, DOORS, MIRRORS, ETC.</u> <u>6mm Silvered float glass copper backed mirrors with</u> <u>polished edges fixed with 38 x 3mm Chromed mirror</u> <u>screws at minimum 400mm centres along all edges</u> <u>Mirror 500 x 900mm high</u>	No	2		
TOTAL CARRIED FORWARD TO SUMMARY						

CONTRACT NO: SCM 33 OF 25/26
PROJECT: CONSTRUCTION OF THE COMMUNITY HALL FOR CIDB GRADE 6GB OR HIGHER AT EDENDALE CC WITHINI WARD 22
SECTION: PAINTWORK

ITEM NO	REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BILL NO. 15				
		PAINTWORK For Preambles refer to 'Model Preambles to All Trades'				
		<u>SUPPLEMENTARY PREAMBLES</u>				
		<u>Propriety items or materials</u>				
		Proprietary items or materials where specified are to be the brand specified - or other approved - by the client or the client's agent				
10		<u>SABS Specifications</u>				
		Matt or eggshell decorative paint for interior works: SABS 515				
		High gloss enamel paint: SABS 630 Grade I				
		Primers for wood for external work: SABS 678 Type I				
		Primers for wood for internal work: SABS 678 Type III				
		Zinc chromate primers for steel: SABS 679 Type I				
		Undercoats for paints (except emulsion paint): SABS 681 Type 1				
		Aluminium paint: SABS 682 Grade II				
		Roof paints: SABS 683 Type B (oil based)				
		Structural steel paint: SABS 684 Type B				
		Wash primer (mech etch): SABS 723				
		Road marking paint: 731 part 1				
		Varnish for interior use: SABS 887 Type I				
		Roof paints: SABS 940 (emulsion based)				
		Emulsion paints: SABS 1227 (textured: interior / exterior)				
		Alkali - resistant primer: SABS 1416				
		Emulsion paints: SABS 1586 (gloss, semi-gloss, matt : interior / exterior)				
		Calcium plumbate primer: SABS 5912				
		<u>DESCRIPTIONS</u>				
		Descriptions of paintwork shall be deemed to include for all cutting in				
		<u>PAINT SPECIFICATIONS</u>				
		All painting shall be done in accordance with "paint manufacture specification"				
		<u>PAINTWORK ETC TO NEW WORK</u>				
		<u>ON FLOATED PLASTER</u>				
		One coat 'Plaster Primer' and two coats "Emulsion paints: SABS 1586 (gloss, semi-gloss, matt : interior / exterior) or equal approved paint				
163		On internal walls - wet area	m2	51		
TOTAL CARRIED FORWARD						

CONTRACT NO: SCM 33 OF 25/26
 PROJECT: CONSTRUCTION OF THE COMMUNITY HALL FOR CIDB GRADE 6GB OR HIGHER AT EDENDALE CC WITHINI WARD 22
 SECTION: PAINTWORK

ITEM NO	Ref	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD						
164		<u>One coat 'Plaster Primer' and two coats of relevent SABS approved paint (ref 010) or equal approved paint</u> On internal walls	m2	623		
165		<u>ON PLASTERBOARD</u> <u>One coat 'of relevent SABS approved paint (ref 010) coat (thinned) pure Acrylic paint and one coat 'of relevent SABS approved paint (ref 010) or equal approved paint</u> On extruded polystyrene board	m2	560		
170		<u>ON WOOD</u> <u>One coat 'Plascon Woodcare Pre treatment' or equal approved primer</u> Prepare and prime with one coat 'Plascon Woodcare Pre treatment' and two coats 'Plascon Woodcare Interior' water based wood varnish to be matt finish or equal approved varnish On doors (both sides measured flat)	m2	75		
171		On door frames	m2	7		
TOTAL CARRIED FORWARD TO SUMMARY						

CONTRACT NO: SCM 33 OF 25/26
PROJECT: CONSTRUCTION OF THE COMMUNITY HALL FOR CIDB GRADE 6GB OR HIGHER AT EDENDALE CC WITHINI WARD 22
SECTION: ELECTRICAL

ITEM NO	REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BILL NO. 16				
		ELECTRICAL				
		For Preambles refer to 'Model Preambles to All Trades'				
		<u>SUPPLEMENTARY PREAMBLES</u>				
		Supply and install cable from Eskom Supply to DB board in Main Hall (trenched)(40m Length)	Item	1		
		Install Single Phase. Main Distribution board in Main Hall Building, flush mounted, including all required switchgear	Item	1		
		Plus & Light Switches - Main Hall				
		Std 15A double wall plug	No	20		
		Light Switch - 1 Lever	No	8		
		Light Switch - 2 Lever, 2 Way (Verandah)	No	2		
		Light Switch - 5 Way Hall	No	1		
		Lightfittings - Supply and Install				
		Bulkheads External Lights	No	18		
		1.2m internal ceiling lights Led	No	35		
		Conduit, Chase walls,house wiring, COC,	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY						

CONTRACT NO: SCM 33 OF 25/26
PROJECT: CONSTRUCTION OF THE COMMUNITY HALL FOR CIDB GRADE 6GB OR HIGHER AT EDENDALE CC WITHIN WARD 22
SECTION: EXTERNAL WORKS

ITEM NO	REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>FENCING</u>				
		Security fence constructed of 1,8m High Clear view post and panel				
		Rate to include all excavations, concrete footings, buried precast panels etc. complete as per				
174		Fencing 1800mm high complete	m	220		
175		Sliding gate approximately 5000 x 1800mm high including sliding track, etc complete	No	1		
176		Pedestrial gate approximately 900 x 1800mm high, etc complete	No	1		
		<u>DRIVEWAY AND PARKING AREA</u>				
		Brick interlocking Pavers including G5, Sand from Commercial source & .	m2	350		
		Supply and place kerbing to edges, including concrete haunches	m	130		
		Allow for 1 layers of imported G5 material compacted to 93%MODASSH	m3	35		
		Supply and place grass, including fertiliser by specialists	m2	1844		
		Maintain grass for period of 3 months	Sum	1		
TOTAL CARRIED FORWARD						

SUMMARY OF SECTIONS

Section	Description	AMOUNT
Section 1	Preliminaries	
Section 2	Earthworks	
Section 3	Concrete, Formwork & Reinforcement	
Section 4	Masonry	
Section 5	Waterproofing	
Section 6	Roof Coverings	
Section 7	Carpentry and Joinery	
Section 8	Ceilings	
Section 9	Ironmongery	
Section 10	Metalwork	
Section 11	Plastering	
Section 12	Tiling	
Section 13	Plumbing and Drainage	
Section 14	Glazing	
Section 15	Paintwork	
Section 16	Electrical	
Section 17	External Work	
	Sub Total	
	Add 0% contingencies	
	Sub Total	
	Add 0% escalation	
	Sub Total	
	Add 15% VAT	
	Total	

PART 3

SCOPE OF WORKS

C O N T E N T S

C3	SCOPE OF WORK	PAGE No.
C3.1	STANDARD SPECIFICATIONS	C3.1/3 – C3.1/4
C3.2	PROJECT SPECIFICATIONS	C3.1/5 – C3.1/95
C3.3	PARTICULAR SPECIFICATIONS	C3.1/96 – C3.1/158

C3.1 STANDARD SPECIFICATIONS

Precedence: Within the building works, SANS 2001 and SANS 10400 shall take precedence over any conflicting civil-engineering specifications. SANS 1200 may only be applied to external civil works (e.g. earthworks, pipelines and roadworks) where such works are explicitly included elsewhere in the Contract.

The standard specifications for the building works are the South African National Standards (SANS) for construction works applicable to buildings. For this Contract, SANS 2001 (Construction works series) together with the National Building Regulations SANS 10400 shall apply to the building works. These replace the civil road- and pipeline-oriented SABS/SANS 1200 specifications for the purposes of the Community Hall building works.

Unless otherwise stated in the Project and Particular Specifications, the relevant parts of the following shall apply to the building works:

- SANS 2001 – Construction works (relevant parts) for: concrete works (structural and non-structural), masonry, plaster and screeds, waterproofing, roofing, carpentry and joinery, ceilings and partitions, tiling, glazing, painting and coatings, metalwork and structural steelwork including corrosion protection.
- SANS 10400 – National Building Regulations (all applicable Parts for the Community Hall).
- SANS 10142-1 – The wiring of premises (electrical installations).
- SANS 10252-1 and SANS 10252-2 – Water supply and drainage installations for buildings.
 - SABS 1200 A - 1986 : General
 - SABS 1200 AA - 1986 : General (Small works)
 - SABS 1200 AB - 1986 : Engineers Office

SABS 1200 AH	-	1986	:	General (Structural)
SABS 1200 C	-	1980	:	Site Clearance
SABS 1200 DA	-	1988	:	Earthworks (Small works)
SABS 1200 DB	-	1989	:	Earthworks (Pipe trenches)
SABS 1200 DK	-	1996	:	Gabions and Pitching
SABS 1200 G	-	1982	:	Concrete (Structural)
SABS 1200 GA	-	1982	:	Concrete (Small works)
SABS 1200 H	-	1990	:	Structural Steelwork
SABS 1200 L	-	1983	:	Medium Pressure Pipelines
SABS 1200 LB	-	1983	:	Bedding (pipes)
SABS 1200 LD	-	1982	:	Sewers
SABS 1200 LE	-	1982	:	Stormwater Drainage
SABS 1200 MH	-	1996	:	Asphalt Base and Surfacing
SABS 1200 MK	-	1983	:	Kerbing and Channelling
PE	The Client's Pre-Construction Health and Safety Specification			
PSAA	Dayworks Schedule			
PPG	Contract participation Goal			
PZ	Employer Environmental Management Specification			

C3.2: PROJECT SPECIFICATIONS

Contents

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C3.2: PROJECT SPECIFICATIONS

STATUS

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

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

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

The Particular Specifications are presented in Part C3.3.

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

A GENERAL

PS1 GENERAL DESCRIPTION

Msunduzi Local Municipality intends on constructing a ±560 m²) Community Hall in Edendale. Construction entails the following:

- Preliminaries & Setup – Insurances/guarantees, HSE file, quality plan; site establishment, temporary services, setting-out and environmental controls.
- Earthworks & Platform – Cut/fill to design levels, compaction/testing; temporary stormwater control.
- External Civils & Services – Trenching and connections for water, sewer, stormwater and electrical; chambers/valves/manholes; construct site accesses.
- Substructure – Excavate and cast reinforced strip/isolated footings; DPM/DPC; hardcore/layerworks and reinforced surface bed, ramps and stairs.
- Superstructure & Roof – Load-bearing brickwork and ring beams; supply/erect roof structure with insulation, roof sheeting, flashings, gutters & downpipes.
- Architectural & Envelope – Internal partitions; install doors, windows & ironmongery; ceilings, plaster, screeds, tiling/painting; kitchen/joinery, stage and specials.
- Building Services (MEP) – Electrical DB, circuits, lighting (incl. emergency), earthing, external lights; plumbing & drainage with sanitaryware and geysers/heat pumps (if specified); fire equipment to code.
- External Works & Close-out – Access road and parking (layerworks, kerbs, surfacing, markings); fencing & gates, landscaping and reinstatement; testing/commissioning, as-builts/O&M manuals, snagging, Practical/Final Completion.

Under this Contract SCM 00 of 25/26, Msunduzi Local Municipality is inviting tenders for the construction of the above mentioned objectives.

PS2 EMPLOYER'S OBJECTIVES

The Employer's objectives are to deliver public infrastructure using labour-optimised methods where possible. The intention is to undertake a detailed design of a bulk pipeline system extending to the future Copesville & Panorama Gardens developments.

PS3 OVERVIEW OF THE CONTRACT

This contract comprises the following:

- (a) Construct a ±560 m² Community Hall (foundations, structure, roof & finishes) *(SANS 2001/10400)*.
- (b) Site clearance; excavations in all materials; backfilling and layer works.
- (c) Mentoring and supervision of the CPG partner (subcontractor).
- (d) Processing of payments for the CPG partner.

The quantities entered in the Schedule of Quantities for the construction of the Works are **provisional only** and the Works are to be carried out at scheduled rates wherever applicable, whether or not provisional quantities have been allowed under the relevant items. In the event of any work being required which is not covered by specific price rates, it shall be carried out at agreed rates in keeping with the generally scheduled rates or on a Daywork basis, as may be ordered by the Engineer. Rates for unforeseen items would be on a quotation basis. The employer reserves the right to appoint another service provider to complete such work should the quotations received not be market related.

PS4 EXTENT OF THE WORKS

The works that will be constructed by the contractor comprises of the construction of:

- Preliminaries & Setup – Insurances/guarantees, HSE file, quality plan; site establishment, temporary services, setting-out and environmental controls.
- Earthworks & Platform – Cut/fill to design levels, compaction/testing; temporary stormwater control.
- External Civils & Services – Trenching and connections for water, sewer, stormwater and electrical; chambers/valves/manholes; construct site accesses.
- Substructure – Excavate and cast reinforced strip/isolated footings; DPM/DPC; hardcore/layerworks and reinforced surface bed, ramps and stairs.
- Superstructure & Roof – Load-bearing brickwork and ring beams; supply/erect roof structure with insulation, roof sheeting, flashings, gutters & downpipes.
- Architectural & Envelope – Internal partitions; install doors, windows & ironmongery; ceilings, plaster, screeds, tiling/painting; kitchen/joinery, stage and specials.
- Building Services (MEP) – Electrical DB, circuits, lighting (incl. emergency), earthing, external lights; plumbing & drainage with sanitaryware and geysers/heat pumps (if specified); fire equipment to code.
- External Works & Close-out – Access road and parking (layerworks, kerbs, surfacing, markings); fencing & gates, landscaping and reinstatement; testing/commissioning, as-builts/O&M manuals, snagging, Practical/Final Completion.

PS5 DESCRIPTION OF SITE AND ACCESS

The project areas are located in the area of Copesville, north-east of Pietermaritzburg in the province of KwaZulu-Natal. The project areas encompasses urban and peri-urban areas and is situated in the Msunduzi Municipality within the jurisdiction of Umgungundlovu District Municipality. The central coordinates of the project area of Copesville Bulk Pipeline Scheme are as follows:

Latitude: 29°33'07.25" South

Longitude: 30°26'29.30" East

PS6 NATURE OF GROUND AND SUBSOIL CONDITIONS

A geotechnical investigation has been undertaken, the summary and recommendations from the report is indicated hereunder. For more detailed reporting refer to Part C.4: Site Information on UBS. Summary and recommendations reads as follows:

- i. According to the regional geological mapping (2930 Pietermaritzburg), the site is underlain by argillaceous sedimentary rocks of the Pietermaritzburg Formation (Ecca Group), predominantly shale.

- ii. The near-surface profile comprises fill or colluvial soils overlying residual soils that grade with depth into highly to moderately weathered shale bedrock.
- iii. Residual/weathered shale soils occur locally and are generally of low durability; they tend to break down on exposure.
- iv. The site areas investigated are generally stable and suitable for the proposed development, provided the recommendations herein are adhered to.
- v. Dynamic probe (DPL) tests undertaken adjacent to trial pits indicate very shallow refusal on shale; high blow counts at refusal must not be interpreted directly as allowable bearing capacity.
- vi. No groundwater seepage was observed during trial pitting; surface water must be managed to prevent ponding near foundations and platforms.
- vii. In-situ materials classify predominantly as lower-quality granular fills (e.g., G10) and are not suitable for selected layers; imported selected material will be required for subgrade/pavement layers where specified.
- viii. Excavation conditions are expected to vary from soft (fill and completely weathered shale) to intermediate/hard rock (highly to moderately weathered shale).
- ix. Earthworks should include stripping of unsuitable material; cutting shale slopes to about 1V:1.5H ($\approx 33^\circ$) and vegetating; filling in ≤ 300 mm layers compacted to $\geq 93\%$ Mod AASHTO (upper 1 m to 95%); fill embankments battered to about 1V:2H ($\approx 26^\circ$).
- x. Foundations for building elements should comprise stiffened/cellular rafts or pad footings founded on competent in-situ shale; provide concrete aprons and positive drainage; founding through fill to competent material where structures straddle cut/fill.
- xi. Provide adequate surface and sub-surface drainage (cut-off drains on the upslope side) to preserve platform stability and reduce moisture variation beneath the building.
- xii. Building platforms should preferably be formed in cut. Any fills supporting structures must be engineered and tested to the specified compaction standards. Foundations to be inspected by a geotechnical professional prior to casting.

PS6 MATERIAL SOURCES, SPOIL AND STOCKPILE AREAS

Where possible, the contractor shall source material within the ward boundaries. Maximum use of local labour is expected. Material includes but is not limited to:

- Rocks for stone pitching;
- Rocks for Gabions; and
- Selected fill material.

The activities will include the loading, hauling, offloading and spreading of such material.

PS7 LABOUR

A Project Liaison Committee has been established and is a vital means of communication between all parties involved with the project. The composition of the PLC comprises representatives of the Employer, the Employer's Agent and formal structures within the community.

The Contractor shall make use of these communication channels and shall appoint from amongst

his site personnel a responsible person to participate in the affairs of the PLC, and this representative will be also required to attend the monthly PLC meetings.

It is mandatory that the Contractor shall interact with the community via proactive project liaison and project participation by its leaders and constituted organisations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the project.

Local labour is to be used and the employment of such labour is to be done in conjunction with the PLC. The PLC has formed a Labour Committee who shall assist the Contractor with the recruitment of local labourers to ensure an equal distribution of people employed between the various Amakosi in the area.

PS8

LABOUR INTENSIVE CONSTRUCTION WORKS

Labour-intensive construction shall mean the economically efficient employment of as great a portion of local labour as is technically feasible to produce a standard of construction as demanded by the specifications with completion by the Due Completion Date, where local labour is the primary resource, supported by plant for activities that cannot be carried out feasibly by labour only.

Labour-intensive construction activities are to be planned as task-based work as a general rule. A task means a fixed quantity of work, to be performed to a clearly defined quality. Task-based work means work in which a worker is paid a fixed rate for performing a task, which is clearly defined in terms of quantity and quality. Typically a particular task can be completed within a working day.

Appropriate portions of the Works included in the Contract shall be carried out using labour-intensive construction methods.

Except where the use of plant is essential in order, in the opinion of the Employer's Agent, to meet the specified requirements by the Due Completion Date, or where the use of plant is essential as a result of occupational health and safety considerations, the Contractor shall use only hand tools and equipment in the construction of those portions of the Works that are required in terms of these Project Specifications to be constructed using labour-intensive construction methods.

Such portions of the Works shall be constructed utilizing only the local labour of the Contractor and/or the local labour of subcontractors, supplemented by the Contractor's key personnel to the extent necessary and unavoidable unless otherwise instructed by the Employer's Agent and in accordance with the further provisions of the relevant sections of Part B of the Project Specifications.

Subject to considerations of occupational health and safety, and subject to the nature of the in-situ materials being such that they can be excavated efficiently by hand, the portions of the Works to be carried out under supervision using labour-intensive construction methods, designated as LI items in the bill of quantities, include, but are not limited to, the following:

- ✓ Erection of the contractor's and engineer's site establishment facilities;
- ✓ Provision of domestic services at the site establishment facilities;
- ✓ Provision of flagmen and labour for erecting traffic accommodation facilities;
- ✓ Clearing of the Site;
- ✓ Excavation for structures and open drains up to 1,5 m deep where the depth of the water table permits such excavation to be carried out safely, and the subsequent backfilling thereof;
- ✓ Bedding, selected fill, backfilling and compaction of all trenches for prefabricated culverts irrespective of depth, but assisted by mechanical compaction equipment in order to achieve the specified densities;
- ✓ Transportation and spoiling of all trench materials, where the disposal site is located within 20 metres of the source;
- ✓ Mixing and placing of concrete for the channel and backing to the prefabricated kerbs;
- ✓ Mixing and placing of concrete for concrete lined drains and sidewalks;
- ✓ Mixing and placing of concrete for minor drainage structures and road furniture structures;
- ✓ Mixing and placing of concrete for concrete edge beams at gravel road access points;

- ✓ Installation of prefabricated kerbs;
- ✓ Construction of all brickwork required for drainage structures and manholes;
- ✓ Erection of falsework and formwork;
- ✓ Fixing of reinforcement;
- ✓ Spreading of offloaded earthworks materials to the extent scheduled;
- ✓ Spreading of offloaded layerworks materials to the extent scheduled;
- ✓ Spreading of stabilising agent;
- ✓ Maintenance patching of surfacing;
- ✓ Excavation for and construction of stone pitching, and subsequent backfilling;
- ✓ Excavation for and construction of gabion boxes and mattresses, and subsequent backfilling;
- ✓ Dismantling/erection of fences;
- ✓ Excavation and subsequent backfilling for guardrail;
- ✓ Dismantling / erection of guardrail;
- ✓ Excavation and subsequent backfilling for road signs;
- ✓ Dismantling/erection of road signs;
- ✓ Spreading of topsoil;
- ✓ Planting of grass cuttings, grass sodding and hand sowing of grass seeds; and
- ✓ Cleaning and tidying up of the Site.

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

PS9 DRAWINGS

PS10.1 Drawings Prepared by Employer

The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the Tenderer's benefit to generally assess the scope of work. The drawings are issued separately to this document.

The work shall be carried out in accordance with the latest available revision of the drawings approved for construction.

At commencement of the contract, the Employer/Engineer shall deliver to the Contractor copies of the construction drawings and any instructions required for the commencement of the works. From time to time thereafter during the progress of the works, the Employer/Engineer may issue further drawings or revisions for construction purposes as may be necessary for adequate construction, completion and defects correction of the works.

Drawings issued separately and that form part of the tender documentation are listed hereafter.

Drawing Number	Title	Size for Construction Drawing

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.

PS11.3 Management and disposal of water – Read with SANS 1921 – 1:2004 clause 4.6

The Contractor shall pay special attention to the management and disposal of all water on site from whatever source. 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.

PS11.4 Disposal of surplus material - (Read with SANS 1921 - 1: 2004 clause 4.10)

The Contractor shall dispose of all surplus and unsuitable material in legal spoil areas of his own choice. He shall be responsible for all arrangements necessary to obtain access to such spoil sites.

PS11.5 Testing (Read with SANS 1921 – 1: 2004 clause 4.11)

PS11.5.1 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.

PS11.5.2 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 paid for in the contract, but tests that failed to confirm compliance with the specifications will be for the account of the Contractor.

PS11.6 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 bench-marks, stand boundary pegs and trigonometrical beacons, regardless of 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.

PS11.7 Existing Services - (Read with SANS 1921 - 1: 2004 clause 4.17)

The approximate positions of some of the known underground services, which may be affected by the Works, have been shown on the drawings. The Contractor will be required to contact all service owners and ascertain the location and status of all services irrespective of whether they are shown on the drawing or not.

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

PS11.8 Overhaul

No payment will be made for overhaul on this contract unless provision is made therefor in specific items.

PS11.9 Security

The Contractor shall provide security watchmen to safeguard the works, plant, personnel and materials for the contract as he deems fit at no extra cost to the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

PS11 CONSTRUCTION PROGRAMME

PS12.1 Preliminary Programme

The Contractor shall include with his tender a preliminary programme on the prescribed form 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.

It shall be the responsibility of the Contractor to give prior written notice timeously (min 2 working days) to the Engineer in every case in which the Contractor may require connection to existing manholes.

It shall be the responsibility of the Contractor to do and provide everything necessary for the timeous, efficient and safe disposal of all sewage arising from the interruption of the sewer system.

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

PS12 SITE FACILITIES AVAILABLE

PS13.1 Contractor's campsite and depot (Read with SANS 1921 - 1: 2004 clause 4.14)

The Contractor will be permitted to locate his offices, storage facilities, workshops, latrines, etc, on a site indicated by the Engineer. Temporary buildings and fencing are to be neat and presentable and the surrounding areas must at all times be kept in a neat, clean and orderly condition. The Contractor must not cut down or damage any trees nor make any excavation without the written permission of the Engineer and will be required to restore the site to its original condition on completion of the Works.

All buildings and latrines shall be in accordance with the Local Authority and State Health regulations and shall be kept in a clean, sanitary condition to the satisfaction of the Engineer.

PS13.2 Accommodation of Employees

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

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

No informal housing or squatting will be allowed.

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

PS13.3 Power supply, water, and other services

The Contractor shall make his own arrangements concerning the supply of electrical power, water, and all other services. No direct payment will be made for the provision of electricity, water, and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required, or in the Contractor's preliminary and general items as the case may be.

PS13.4 Source of water for water tightness testing

The Contractor shall make his own arrangements for the supply of water for construction purposes and for the testing and scouring of all the pipelines. The cost of water for two fillings of the pipelines for testing, scouring, and disinfecting has been allowed for in the Schedule of Quantities. The Contractor will be required to transport the water for testing purposes to the pipeline. The costs of transporting the water to the various work points and water for additional testing of pipelines in excess of the two fillings allowed for, will be borne by the Contractor.

PS13.5 Finishing and Tidying and Defects Liability Period

Progressive and systematic finishing and tidying will form an essential part of this Contract. On no account will spoil, rubble, materials, equipment, or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of others or impact on the environment. 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 areas concerned without prejudicing the rights of others to institute claims against the Contractor on the grounds of unnecessary obstruction.

Finishing and tidying must not be deferred to the end of the Contract. All finishing and tidying shall be carried out to the best advantage of the project as a whole, and in close co-operation with other parties and residents.

All surplus material shall be disposed of at the municipal dump or at a site approved by the Engineer.

PS13 SITE FACILITIES REQUIRED

PS14.1 Laboratory facilities

No testing laboratory is required on site for use by the Engineer.

PS14.2 Sanitary facilities

The toilet facilities shall be available for the use of the Engineer or his representative(s). All latrines shall conform to the requirements of the Local Authority and shall be placed where directed by the Engineer. All sanitary fees and charges due under the Local Authority or State Health Regulations or bylaws shall be paid by the Contractor. Throughout the progress of the Contract, all latrines shall be maintained by the Contractor in a clean, sanitary condition to the satisfaction of the Engineer.

PS14.3 Housing for the Engineer and his staff

The Contractor will be required to provide housing facilities for the Engineer's staff. The facility should be within 10 Km of the Pietermaritzburg CBD. The facility shall have at least two bedrooms, a kitchen, Lounge, bathroom, toilet, and shall be fully furnished. It should meet the requirements of a self-catering unit.

PS14.4 Temporary/Permanent Office

The Contractor is to provide one temporary office for use by the Engineer.

PS14.5 Parking Facilities

The Contractor will be required to provide parking for the Engineer.

PS14 REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC

PS15.1 General (Read with SANS 1921 - 2: 2004 clause 4.1)

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

PS 15.2 Basic Requirements

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

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

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

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

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

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

PS15.3 Traffic Safety Officer (Read with SANS 1921 - 2: 2004 clause 4.9)

Where warranted by traffic conditions on or near the site, the Contractor shall nominate a suitable member of his staff as traffic safety officer to be responsible for the arrangement and maintenance of all the measures for the accommodation of traffic for the duration of the project. Duties of the traffic safety officer shall be as set out in SANS 1921 Part 2 and shall also be in compliance with the Occupational Health and Safety Act No 85 of 1993 and the Construction Regulations 2003, including the Particular Safety Specification.

PS15.4 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.

Items that may be considered for payment are specified in SABS 1200 Standardized Specifications and the related project specification

PS15 OCCUPATIONAL HEALTH AND SAFETY

- (Read with SANS 1921 - 1: 2004 clause 4.14 and the Particular Safety Specification)

PS16.1 General statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other

persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end, the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act by executing the Agreement form C1.5 included in Section C1: Agreements and Contract Data.

PS16.2 Health and Safety Specifications and Plans to be submitted at tender stage

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification is included in this document as part of the Particular Specifications.

Contractors are to take note of the aspects identified in the specification requiring attention in the pricing of the tender and in the preparation of the H&S Plan:

(b) Tenderer's Health and Safety Plan

The successful Tenderer shall, on receipt of notification that he has been awarded the contract, submit without delay his own documented Health and Safety Plan for the execution of the work under the contract. His Health and Safety Plan must at least cover the following:

- (i) a proper risk assessment of the works, risk items, work methods, and procedures in terms of Regulations 7 to 28;
- (ii) pro-active identification of potential hazards and unsafe working conditions;
- (iii) provision of a safe working environment and equipment;
- (iv) statements of methods to ensure the health and safety of subcontractors, employees, and visitors to the site, including safety training in hazards and risk areas (Regulation 5);
- (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 6 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 2003.

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.

PS16.3 Cost of compliance with the OHSA Construction Regulations

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

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

Items that may qualify for remuneration will be specified in the Safety Specifications included or in the Project specifications.

AMENDMENTS TO THE STANDARD SPECIFICATIONS

INTRODUCTION

In certain clauses the standard, standardized, and particular specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternative or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains additional specifications required for this particular contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix PS followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or payment item, which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by PS, but followed by a new number which follows on the last clause or item number used in the relevant section of the standard specifications.

PSA..... GENERAL (SABS 1200 A)

PSA 1 **Scope**

Replace the first paragraph of sub-clause 1.1 with the following:

“1.1 This specification covers requirements, principles and responsibilities of a general nature which are normally applicable to all civil engineering contracts as well as the requirements for the Contractor's establishment on Site”.

PSA 2 **Interpretations**

PSA 2.3 **Definitions**

(a) General

Add the following definitions:

“General Conditions: The General Conditions of Contract specified for use with this Contract and the Special Conditions of Contract as applicable.

Specified: As specified in the Standardised Specifications, the Drawings or the Project Specifications.”.

(c) Measurement and Payment

Replace the definitions for fixed charge, time-related charge and value-related charge with the following:

“Fixed Charge: A charge that is not subject to adjustment on account of variation in the value of the Contract amount or the Contract Time for Completion.

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

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

PSA 2.4 *Abbreviations*

- a) Abbreviations relating to standard documents

Add the following abbreviations:

“CSK: SABS Coordinating Specification”

PSA 3 *Materials*

PSA 3.1 *Quality*

Add the following:

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

The Contractor shall arrange for all necessary process control tests for soil properties, density, etc, and concrete cube tests and is responsible for the cost of all testing to ascertain that the materials do comply with the relevant minimum requirements and all such costs shall be deemed to be included in the tendered rates. The cost of acceptance control tests done by the Engineer, of which the results do not comply with the minimum requirements, shall be for the Contractor’s account. The tests must be carried out by an independent laboratory approved by the Engineer.

The Contractor shall inform the Engineer of any process control testing to be done at least 48 hours before such test are required and must allow in his programme for the time necessary for the tests and the processing of the results thereof.”

Add the following sub-clause:

“PSA 3.3: Ordering of Materials

The quantities set out in the Schedule of Quantities have been carefully determined from calculations based on data available at the time and should therefore be considered to be only approximate quantities. The liability shall rest entirely and solely with the Contractor to determine before ordering, the required types and quantities of the various materials required for completion of the Works in accordance with the Specifications and the Drawings issued to the Contractor for construction purposes.

Any reliance placed by the Contractor on the estimated quantities stated in the Schedule of Quantities issued for tendering purposes, or measurements made by the Contractor from the drawing issued for tendering purposes, shall be entirely at the Contractor’s risk, and the Employer accepts no liability whatever in respect of materials ordered by the Contractor on the basis of Tender Documents.”

PSA 4 *Plant*

PSA 4.2 *Contractor’s Office, Stores and Services*

Add the following before the first paragraph:

“The Contractor’s construction camp shall be fenced off and shall contain all offices, stores, workshops, toilet facilities, etc. The camp shall always be kept in a neat and tidy condition.

No personnel will be allowed to reside on the Site. The Contractor shall be responsible for the security of his construction camp and of the construction Site, at his own cost. Only night-watchmen may be on the Site after hours.”

PSA 5 Construction

PSA 5.1 Survey

PSA 5.1.1 Setting out the Works

Add before the first sentence:

“The Contractor will be required to set out the various sections of the Works in the order that he proposes to undertake the work as per his programme, at least one week prior to commencing work on these sections, to enable the Engineer to check the design proposals in the field and thereafter to make any minor changes which he may deem necessary. Any additional survey work or setting out required as a result of these changes shall be undertaken on a daywork basis.”

PSA 8 Measurement and Payment

PSA 8.1 Measurement

PSA 8.1.2 Preliminary and General Items or Section

PSA 8.1.2.2 Tendered Sums

Replace the contents of this sub-clause with the following:

“The Contractor’s tendered sums under items PSA 8.3 and PSA 8.4 shall collectively cover all charges for:

- Risks, costs and obligations in terms of the General Conditions of Contract and of this Standardised Specifications, except to the extent that provision is made in these Project Specifications to cover compensation for any of these items of work.
- Complying with the Occupational Health and Safety Act (Act No. 85 of 1993) and in particular with the latest Construction Regulations and Part 5 – Section C5.1: Health and Safety Specification, providing the required health and safety measures
- Head-office and site overheads and supervision.
- Profit and financing costs
- Expenses of a general nature not specifically related to any item or items of permanent or temporary work
- Providing facilities on Site for the Contractor's personnel, including offices, storage facilities, workshops, ablutions, for providing services such as water, electricity, sewerage, sewerage and rubbish disposal, for access roads and all other facilities required, as well as for the maintenance and removal on completion of the Works of these facilities and the cleaning up of the camp site on completion of the Works.
- Dealing with water.
- Providing facilities for the Engineer and his staff as specified in SABS 1200 AB and in these Project Specifications.
- Two name boards as specified. These boards are to be erected in positions to be indicated by the Engineer.

PSA 8.2 *Payment*

PSA 8.2.1 Fixed-Charge and Value-Related Items

Replace the contents of this sub-clause with the following:

Payment for the sum tendered under item PSA 8.3.1 will be made in three separate instalments as follows:

- a. The first instalment which is 50% of the sum, will be paid when the Contractor has met all his obligations to date under this Specification, the General Conditions of Contract and the Special Conditions of Contract, and where the value of work certified for payment, excluding Materials on Site and any payments under preliminary and general items is equal to not less than 5% of the total value of the work listed in the Schedule of Quantities.
- b. The second instalment, which is 35% of the sum, will be made when the amount certified for payment, including retention monies but excluding the second instalment referred to herein, exceeds 50% of the tender sum.
- c. The final payment, which is 15% of the sum, will be made when the Works have been certified as completed and the Contractor has fulfilled all his obligations to date under this Specification, the General Conditions of Contract and the Special Conditions of Contract.

No adjustment will apply to item 8.3.1 in respect of variations in the value of work done or the time for completion finally authorised.

Payment for the sum tendered under PSA 8.3.2 will be made in monthly instalments in relation to the value of the work done (excluding the value of any price adjustments in terms of Clause 6.8 of the General Conditions of Contract).

Should the value of the measured work finally completed be more or less than the tender sum (excluding the value of any price adjustments in terms of Clause 6.8 of the General Conditions of Contract), then the sum tendered under Item PSA 8.3.2 will be adjusted pro-rata up or down and this adjustment shall be applied to the final instalment.

PSA 8.2.2 Time-Related Items

Replace the contents of this sub-clause with the following:

“Subject to the provisions of Item 8.2.3 and Item 8.2.4, payment under item PSA 8.4.1 (time-related item) will be made monthly, pro rata for parts of a month, from the Commencement Date, until the end of the period for completion of the works, plus any extension of time awarded, provided always that the total of the monthly amounts so paid for the item is not more than in proportion to the progress of the work as a whole.

Should the Engineer grant an extension of time for completion of the Works, the Contractor will be entitled to an increase in the sum tendered for the time-related item, which increase shall be in the same proportion to the original tendered sum as the extension of time is to the original time for completion of the Works.

Payment for such increased amounts will be taken to be in full compensation for all additional time-related preliminary and general costs that result from the circumstances pertaining to the extension of time granted.”

PSAB ENGINEER’S OFFICE (SABS 1200 AB)

PSAB 3 Materials

PSAB 3.2 *Office Building*

Add the following:

"The Contractor shall provide a single office of size at least 5m x 3m for the use of the Engineer that shall be situated within the security area enclosing the Contractor's camp.

The office shall be fitted with a suitable air conditioning unit for both heating and cooling.

In addition to the furnishings as set out in Clause 3.2, the following furnishings shall be required:

- 1 swivel chair
- 1 inclined plan table
- 1 drawing hanging stand
- 10 aluminium clamps to fit drawing hanging stand

The Engineer's office shall be cleaned on a daily basis.

In addition, the offices for the Engineer shall be supplied with approved burglar proofing, the cost of which shall be taken as included in the relevant tendered rates.

Furthermore, the Contractor shall supply a two shaded carports for the exclusive use of the Engineer. The carport shall be constructed with gum pole uprights with IBR or corrugated iron roofing with 80% shade cloth cladding to the sides. The surface bed of the carport shall be free draining and constructed with a 100 mm layer of 19 mm stone".

Add the following sub-clause:

"PSAB 3.3 Engineer's Survey Equipment

The Contractor shall provide on request from the Engineer or his Representative, survey equipment for temporary use such as an automatic level, tachometer, level staff, 100 m tape, ranging rods, pegs, etc and any other labour required for this purpose. The instruments provided shall be in good state of repair and accuracy.

The Contractor shall maintain the equipment in good working order and keep it clean until the completion of the Works.

The Contractor shall keep the equipment continuously insured against any loss, damage or breakage, and he shall indemnify the Engineer and the Employer against any claims in this regard. Upon completion of the Works the survey equipment as listed above shall revert to the Contractor."

PSAB 5 *Construction*

PSAB 5.4 *Telephones*

Add the following:

"The Contractor shall provide, for the sole use of the Engineer, a cellular telephone complete with an approved airtime contract, sim card etc. The tendered fixed and time related Preliminary and General Charges in the Schedule of Quantities shall be deemed to include for all costs in this regard and shall include for an amount of R 1 000.00 per month to cover the cost of calls."

PSAB 5.5 *Survey Assistants*

The Contractor shall make available two suitably educated survey assistant for use on and about the site at all reasonable times.

PSAB 8	Measurement and Payment
PSC	All measurement and payment for Engineer's office to be effected under PSA 8.3 and PSA 8.4. SITE CLEARANCE (SABS 1200 C)
PSC 3	Materials
PSC 3.1	<i>Disposal of Material</i>
	Replace the words from "Material obtained from clearing and grubbing..." to "... prior written approval for the Engineer" with the following:
	"The Contractor shall make his own arrangements for the disposal of material obtained from clearing and grubbing and from the demolition of structures, which material shall be removed from the site.
	The disposal site shall meet with the approval of the Local Authority within whose area it falls, and the spoiling shall comply with all the statutory and municipal regulations. No burning of material will be allowed on site.
	No overhaul will be paid for any spoil materials and the Contractor shall allow for all haulage in his tendered rates. All costs relating to this activity shall be deemed to be included in the rates tendered for site clearance."
PSC 5	Construction
PSC 5.2.3.2	Individual Trees
	A penalty of R 2 000.00 per tree shall apply. Prior to removing any trees, the Contractor shall, together with the Engineer, mark the trees to be preserved.
PSC 5.3	<i>Clearing</i>
	Add the following:
	"Where any Portion of the Works traverses existing fences these shall be carefully uplifted, if required, and reinstated during the course of activities in that specific area. Where an uplifted fence interferes with the security of what it controls a temporary fence shall be installed and operated to the satisfaction of the Engineer or his Representative. Prior to removal or dismantling of any fence, the contractor will be required to photograph the fence for future reference."
PSC 8	Measurement and Payment
PSC 8.1	<i>Basic Principles</i>
	Add the following:
	"No separate payment will be made for topsoil removal along pipeline routes. The Contractor is to excavate trenches in such a manner that the top 150 mm of material is kept separate from other excavated material, for replacement on completion of backfill operations. All costs related to excavating this vegetation and topsoil, and separate stockpiling shall be deemed to be included in rates tendered for trench excavation."
PSC 8.2.5	Take down existing fences
	"The tendered rate shall also include for the re-erection of the fence, photographing and temporary fencing where required all as specified."
PSD	EARTHWORKS (SABS 1200 D)
PSD 2	Interpretations

PSD 2.3 *Definitions*

Replace the definition “Borrow” with the following:

“Borrow material: Material, other than materials obtained from excavations required for the Works, obtained from sources such as borrow pits or the authorised widening of excavations. ‘Borrow’ shall have a corresponding meaning.”

Replace the definition “Stockpile” with the following:

“Stockpile (Verb): The process of selecting and, as may be necessary, loading, transporting and off-loading material in a designated area for later use and a specific purpose.”

Add the following definitions:

“Fill: An embankment or terrace constructed from material obtained from excavations or borrow. In roads it includes the earthworks up to the underside of the selected sub-Grade level.

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

Roadbed: The natural in-situ material on which the fill, or in the absence of fill, any pavement layers, are to be constructed.”

PSD 3 *Materials*

PSD 3.1.1 Method of Classifying

Add the following:

“Classification of material other than ‘soft excavation’ shall be agreed upon before excavation may commence.

The Contractor shall immediately inform the Engineer if and when the nature of the material being excavated has changed to such an extent that a new classification for further excavation is warranted. Failure on the part of the Contractor to advise the Engineer thereof in good time shall entitle the Engineer to classify, at his discretion, such excavation as may have been executed in material of a different nature.”

PSD 3.3 *Selection*

Add the following sub-clause:

“PSD 3.3.3: Selection in borrow pits and excavations

The approval of a borrow area for a certain purpose does not necessarily mean that all material within that area is suitable for the specified purpose. What it does mean, is that the borrow area contains some suitable material. The onus is on the Contractor to ensure that only material that is indeed suitable is removed and used for the specified purpose.

Where the Contractor is required to select material from excavations for a specific purpose, the above provisions relating to borrow areas shall apply *mutatis mutandis* to excavations.

The Contractor shall not waste or contaminate material that has been selected for a specific purpose”.

PSD 5 *Construction*

PSD 5.2 *Methods and Procedures*

PSD 5.2.2.2 Borrow Pits

Add the following:

"A commercial source shall, for the purposes of this Specification, mean a source of material provided by the Contractor, not the Employer.

Where it is specified that material shall be obtained from commercial sources, the Contractor shall be responsible and include in his price for fill from commercial sources, for finding a source of suitable material, for making all arrangements for procuring the material with the owner of the source, for the payment of any royalties, charges or damages and for transporting the material to the site regardless of the distance involved.

No payment will be made for the removal of overburden or stockpiling at the commercial source and no extra over payment for excavating in intermediate, hard or boulder material shall apply."

PSD 5.2.2.3 Disposal

Add the following:

"The Contractor shall make his own arrangements for the disposal of excess or unsuitable materials. The disposal / spoil site shall meet with the approval of the Local Authority within whose area it falls, and the spoiling shall comply with the statutory and municipal regulations. The cost of all loading, hauling, dumping, spreading, compacting and any other costs or charges will be deemed to be included in the rates tendered for spoiling of material."

PSD 5.2.4 Finishing

PSD 5.2.4.3 Grass or other Vegetation

Add the following to subclause (f) Grassing:

"The type of Grass to be used shall be Cynodon Dactylon, Cynodon Royal Blue or Pennisetum Clandestinum (Kikuyu) as agreed with the Engineer.

- a) General - Grassing shall be carried out at the earliest convenient stage of the construction and shall be arranged to suit the seasonal weather conditions. Fertiliser shall be supplied by the Contractor.
- b) Planting Grass cuttings - The areas to be Grassed by means of Grass cutting shall, unless already moist, be thoroughly watered before cuttings are planted to ensure that the soil will be uniformly moist to a depth of at least 150 mm when the planting is done. This method shall only be used on flat areas, such as sidewalks and platforms.

An approved variety of Grass cuttings shall be evenly planted by hand or mechanically at a rate of at least 600 kg of cuttings per hectare and shall be covered with 30 mm of approved soil. Fresh cuttings only shall be used but not any Grass cuttings that have been allowed to dry out. Immediately after having been planted, the Grass cuttings shall be given a copious watering, and, when sufficiently dry, shall be rolled with a light agricultural roller.

- c) Sodding - Areas to be Grassed by sodding shall be given a layer of topsoil of at least 50 mm in thickness unless, where suitable soil is present, the Engineer orders the topsoil to be omitted. The areas to be sodded shall be thoroughly watered beforehand so that it will be moist to a depth of at least 150 mm during sodding. The surface shall be roughened slightly to ensure a good penetration of roots into the soil. Sods shall be protected against drying out and kept moist from the time of harvesting until they are finally placed. The handling of the sods shall not result in the sods losing their prescribed soil thickness.

The first row of sods shall, where possible, be laid in a straight line, and if on a slope, laying the sods shall start at the bottom of the slope. The sods shall be butted tightly against each other, and care shall be taken not to stretch or overlap the sods. Where a good fit cannot be obtained, any intervening spaces shall be filled with topsoil. The next row shall be similarly placed tightly against the bottom row with staggered joints, and so on until the entire area has been covered with sods. Sods shall be laid in such a way that unnecessary trampling over areas previously laid is prevented. To this end, a diagonal method of laying sods is preferred, moving up the slope and behind previously laid sods. On steep slopes and batters the sods shall be held in position by a sufficient number of wooden stakes approximately 300 mm long by 20 mm in thickness and these stakes shall be knocked in to a depth of 100 mm into the subsoil.

Sods laid adjacent to concrete side drains and concrete kerbs shall be laid in such a manner that the sodding will be 20 mm higher than the concrete. When stripsodding is required, the sods shall be laid in such a manner that the sods are proud of the surrounding Ground level.

During stripsodding the areas in between shall be planted as specified in item B5.2.4.3(f)(b) above. Stripsodding shall at all times be staked as specified above.

As sodding is completed each section shall be lightly rolled or firmly pressed to ensure a proper bond with the underlying material, and thoroughly watered afterwards.

- d) Maintenance of Grassed areas - Maintenance shall include watering, weeding, mowing, refertilisation where necessary, regrassing of areas that, in the opinion of the Engineer, are unsatisfactory, and any other work that is necessary to achieve full, healthy and weed-free grass cover to banks and plateaux before the end of the defects liability period.

Mowing shall be undertaken with an approved power mower. All established grass cover shall be cut to a height of 25 mm above ground level. Mowing shall be undertaken initially with the mower set to cut 50 mm above ground level, the height of cut being reduced to 25 mm when adequate cover has been achieved."

PSD 5.2.5 Transport for Earthworks

PSD 5.2.5.1 Freehaul

Delete the contents of sub-clause 5.2.5.1(b) and replace with "All movement of materials from commercial sources, borrow pits selected by the contractor, cut, fill and spoil materials will be regarded as freehaul."

PSD 5.2.5.2 Overhaul

Delete the contents of sub-clause 5.2.5.2 and replace with "No overhaul shall apply."

PSDB EARTHWORKS (PIPE TRENCHES) (SABS 1200 DB)

PSDB 3.1 *Classes of Excavation*

Delete the contents of this clause and replace with the following:

"For this contract, the classes of excavation will be subdivided as follows:

- (a) Labour Intensive Excavation

- (i) Soft Excavation

Soft excavation shall be that excavation in material, which in the opinion of the Engineer, can be efficiently excavated and loaded by means of hand-held tools excluding pneumatic or

hydraulic breaking tools. Soft excavation shall include all boulders with a volume of less than 0.125 m³ and a maximum dimension of 500 mm, which can still be removed by hand methods.

(ii) Hard Excavation/Hard Rock

Hard excavation shall be excavation in material, which in the opinion of the Engineer, can only be removed efficiently with mechanical equipment such as jackhammers, drilling and blasting etc. Hard excavation shall also include boulders with a volume exceeding 0.125 m³ and the maximum dimension exceeding 500 mm, which cannot be broken down and removed by hand methods.

(b) Machine Based Excavation

In cases where heavy excavation equipment is permitted, only two classes of excavation shall be applicable, i.e. hard rock excavation and soft excavation.

Hard rock excavation shall be as specified in Subclause 3.1.2 (c) of SABS 1200 D, while excavation in all other materials shall be classified as soft excavation.

Boulders which require individual drilling and blasting in order to be loaded by a front-end loader or back acting excavator, shall be classified as hard rock and will be measured individually as they are removed."

PSDB 3.7 *Selection*

Replace the words "if he so wishes" in the first line of the second paragraph with the words "at his own cost".

PSDB 5 *Construction*

PSDB 5.6 *Backfilling*

PSDB 5.6.1 General

Add the following:

"Notwithstanding the requirements of sub-clause 5.6.1 and 5.6.6, no pipe joint or pipe filling shall be covered by either the blanket fill or the main fill prior to the successful completion of the visual inspection, and the pressure testing of the relevant section of the pipeline.

PSDB 5.6.4 Disposal of Intermediate and Hard Rock Material

Add the Following:

"Intermediate and/or hard rock material shall be disposed of at sites approved by the Engineer".

PSDB 5.7 *Compaction*

PSDB 5.7.2 Areas subject to Traffic Loads

Add the following:

"All backfill to pipes under roads and in road reserves or future road reserves shall comply with the requirements of sub-clause 3.5(b) and shall be compacted in accordance with sub-clause 5.7.2."

PSDB 5.9 *Re-Instatement of Surfaces*

Add the following new clause:

“PSDB 5.9.7 Cross Drainage Berms

Cross drainage berms are required along all steeply inclined pipeline routes at intervals to be determined by the Engineer, to minimize possible flood damage.”

PS DK GABIONS AND PITCHING

PSDK 3 MATERIALS

PSDK 3.1.2 Gabion cages:
Gabions shall be constructed of double twisted, hexagonal Construct gabions using galvanised wire mesh, and PVC coated wire mesh of nominal 80mm ‘cross dimension b’ , with 3.4mm diameter selvedge wire and 2.7mm diameter mesh wire in accordance with SANS 1580:2010.

PSDK 3.1.3 Geotextile:
In addition to the requirements of subclause 3.1.3 the geotextile shall be a non-woven continuous polyester filament needle punched type (A4) and shall have a mass of at least 210g/m² and a strength of at least 14.0kN/m in all directions.

PSL MEDIUM PRESSURE PIPELINES (SABS 1200 L)

PSL 1 Scope

This specification covers the supply and installation of pipelines, for rising mains, gravity mains, pipework for pumping installations and reservoirs as well as reticulation.

PSL 2 Interpretations

PSL 2.4 Abbreviations

Add the following:

HDPE High Density Polyethelene
mPVC Modified Polyvinyl Chloride

PSL 3 Materials

PSL 3.1 General

PSL 3.4 *Steel Pipes, Fittings and Specials*

PSL 3.4.1 General

Add to the sub clause:

“All steel pipes and fittings under this contract shall be to the dimensions and details shown on the drawings or schedule of quantities. All pipes, fittings and specials shall have their relevant item numbers painted onto the exterior surface prior to despatch from the factory.”

PSL 3.4.2 Steel Pipes of NB up to 150mm

In the second and third lines delete ‘medium class shall be screwed’ and add ‘heavy duty class.’

Add to the sub clause:

“Test certificates for the pipework are to be provided in terms of sub clause 3.7(a) and 3.7(b) where so called for by the Engineer.”

PSL 3.4.3 Steel Pipes over 150mm NB

Delete the sub clause and substitute:

“PSL 3.4.3.1 Grade of Pipe

All pipes supplied shall comply with SABS 719/71, as amended by this project specification.

The grade of pipe will be in accordance with API 5L, Table 3.1 and 4.1 (X42) with a Minimum Yield Stress of 289MPa.”

PSL 3.4.3.2 Welds

Pipes shall be manufactured from steel strips or plates continuously welded along the seams and the height of the inner weld reinforcement shall not exceed 1mm. In the case of pipes used with couplings, the external weld reinforcement shall be ground flush with the outer wall of the pipe over a suitable distance of the pipe. Pipes must have a continuous helical seam but for smaller than 300mm diameter, longitudinal and circumferential seams would be acceptable.

PSL 3.4.3.3 Hydraulic Testing at the Factory

Each pipe shall be hydraulically tested in accordance with SABS 719, clause 7.3 to 3500kPa.”

PSL 3.4.4 Fittings and Specials

Add the following new sub-clauses:

“PSL 3.4.4.1 Stainless Steel Pipework

Pipework fittings and specials shall comply with the dimensional requirements specified for mild steel pipe work, fittings and specials. The wall thickness shall be not less than 4,0 mm for pipes of diameter up to 150 mm and not less and 5,0 mm for pipes exceeding 150 mm in diameter, or as called for on the pipe schedules.

Stainless Steel pipework, fittings and specials shall be Grade 304L and shall not be supplied coated.

Pipework will have socket (rubber or elastomeric ring for quick push-on assembly) and spigot ends. The ends of pipes and fittings at joints shall be fully coated for corrosion protection. The pipes will be covered and protected against damage whilst being transported and stored.

PSL 3.4.4.2 Steel Pipe Fittings

PSL 3.4.4.3 Puddle collars

Puddle collars used as pipe anchorages shall be of the same dimensions as the corresponding flanges but undrilled.”

PSL 3.7 Other Types of Pipes

PSL 3.7.2 Polyethylene Pipes

HDPE Pipes shall be in accordance with SABS ISO 4427, PE 100.

Add the following sub-clauses:

“PSL 3.7.3 mPVC Pipes

mPVC shall not be permitted unless otherwise shown or agreed with the Engineer.

The finished grit blasted surface shall be to Sa 2½ of ISO 8501-1 with a 75-micron angular profile. Hackles shall be removed with coarse abrasive paper.

All grit blasting within the pipeline that is under construction, shall be performed by way of a “vacuum blast” process in order to limit the generation of dust. Grit blasting shall, under all circumstances, be carried out using equipment suitable for the size of the work to be undertaken.

PSL 3.10 Valves

Change the heading of this clause to the following and add:

“PSL 3.10 Valves and Other Mechanical/Electronic Accessories

PSL 3.10.1 Isolation Valves (General)

Unless otherwise stated, all isolation and scour valves shall be of the Waterworks Pattern Sluice Valve type.

The following general requirements shall be met:

- a) The valve class shall be at least equal to that of the pipework in which is to be installed. All valves shall be rated for a working pressure of at least 1,6 MPa (Class 16).
- b) The valves shall be doubled flanged.
- c) The valves shall be supplied with non-rising type spindle. Spindles shall be threaded such that two turns of the hand wheel shall effect a movement of 25 mm on the valve gate. This allows for easy identification of the valve diameter.
- d) The valves shall be fitted with a cast iron cap attached to the spindle by means of a Stout brass screw with hexagonal head or with a handwheel as indicated on the drawings or specified in the Schedule of Quantities. The handwheel shall indicate the direction of closing.
- e) The valves shall be anti-clockwise closing with non-rising spindle.
- f) The design of the valve guides shall be such that all valves supplied can be mounted in any position.
- g) The stuffing box may either be of the conventional type with gland packing with a gland secured with 2 No. bolts and nuts. The nuts shall be of the Tee pattern and the gland stuffing box shall be capable of holding four rings of a standard size of gland packing. The gland stuffing box shall be capable of being repacked under working pressure, preferably with the gate in the open position. The gland shall fit neatly and snugly into the stuffing box. The base of the gland and the stuffing box shall be chamfered to force the packing against the spindle.

Alternatively the sealing of the spindle in the body may be by means of O-rings which are retained in position by means of machined Grooves in the valve body and which seal against the spindle. If this type of valve is offered, tenderers should indicate with their tender the cost of a service head for each size of valve offered. Such service head shall be supplied complete with seals, gate, spindle and cap.

- h) The valves shall be double flanged and drilled in accordance with SABS 1123/1977 appropriate to the Class of valve required/specified.

i) Each valve shall be supplied with 2 No. full face rubber gaskets and the requisite number of bolts, nuts and washers to suit the valves. Sufficient bolts, nuts and washers shall be supplied for both faces of the valves. The cost of these items shall be included in rates tendered.

j) The valves shall be drop tight at the specified working pressure applied to one side of the gate and the other side subject to open end conditions.

In addition to the above conditions:

k) When called for in Schedule of Quantities, valves for installation on fire hydrants shall be drop tight when subjected to working pressures within in range 345 kPa to 1380 kPa under unbalanced open end conditions, and chattering of the gate in its guides during operation of the valves shall be reduced to a minimum to prevent damage to the valve seats.

l) Every valve shall be internally and externally fusion bonded epoxy powder coated to 250 micron DFT, as standard.

PSL 3.10.1.1 Resilient Seal Valves

a) General

Gate valves shall be double flanged and be resilient seated and unless otherwise specified, the valves shall be of the non-rising spindle type.

The valves shall be capable of withstanding the nominal pressure and specified test pressure and shall have the capability to seal drip tight bi-directionally. The valves shall generally be manufactured in accordance to SABS 664.

b) Gate Design

The gate shall be fully rubber encapsulated inside and outside therefore to ensure drip tight sealing and avoid corrosion. The gate shall further have a drain hole, preventing stagnant water or impurities from collecting.

Rubber utilised in the coating of the wedge shall be inert and shall not impart odour, taste and colour and shall be suitable for drinking water applications. The gate nut shall not be fixed to the wedge, thereby reducing opening torques.

c) Gate and Body Design

The gate shall have optimally placed guides of wear resistant plastic so as reduce the torques as well as reduce wear between the rubber and the coating on the body. The bore of the body shall be straight through design in order to allow cleaning with a badger.

d) Valve Bonnet

The valve shall utilise 3 independent bonnet seals which shall include a set of stem steels embedded in non-corrosive material, a back seal to prevent leakage when changing seals, and wiper ring to protect against debris entering the valve.

Two friction washes (sizes 50mm – 200mm) and thrust ball bearings (250mm – 600mm) shall be incorporated to ensure smooth spindle operation as well as to reduce opening and closing torques.

A full circle thrust collar shall be utilised to ensure low torque operation. O-ring stem seals shall be replaceable under pressure for sizes 50mm – 200mm.

e) Spindle

Spindles shall be made of stainless steel. The stem threads shall be rolled to maintain steel structure and increase strength and, to ensure smooth thread edges and consequently a low operating torque.

f) Body and Bonnet Assembly

The rubber bonnet gasket shall fit in a recess in the valve bonnet preventing blow out of the seal under surge conditions. The bonnet bolts shall pass through the gasket and sunk into the bonnet and sealed for corrosion protection.

An edge protecting ring shall permanently be fitted around the body and bonnet joint in order to protect the coating during transportation and installation.

PSL 3.10.1.2 Wedge Gate Valves

Wedge Gate Valves shall be of the Waterworks Pattern Sluice Valve type and be manufactured to a standard of not less than that specified in SABS 664.

The following special requirements shall be met:

- a) The lugs on the gate and the spindle are to conform to 3.2.3 of SABS 664 and are to be machined to a good fit and finish.
- b) Valve trim shall be either Type B (Gun metal trim) or Type C (Stainless Steel trim) as specified in SABS 664 Clause 3.5.5. Tenderers must indicate in their tender what type of trim is offered.
- c) Seat rings shall comply with Clause 3.5.6 of SABS 664 and shall be pinned into position.
- d) The stuffing box may either be of the conventional type with gland packing with a gland secured with 2 No. bolts and nuts. The nuts shall be of the Tee pattern and the gland stuffing box shall be capable of holding four rings of a standard size of gland packing. The gland stuffing box shall be capable of being repacked under working pressure, preferably with the gate in the open position. The gland shall fit neatly and snugly into the stuffing box. The base of the gland and the stuffing box shall be chamfered to force the packing against the spindle.
- e) Valves which incorporate a thrust plate of the horseshoe type will NOT be considered.
- f) Every sluice valve shall be provided with substantial guides cast on each side of the gate, preferably extending to the top of the nut box and operating along corresponding guides cast in the sides of the valve body. (Brass trim only).
- g) When called for in the Schedule of Quantities, valves shall, in place of the guides described in (f) above, be fitted with machined bronze guide shoes on either side of the gate operating in accurately matching machined bronze guide channels fixed on the sides of the valve body. The bronze guides shall be of phosphor bronze to B.S. 1400 PB 2-0.
- h) The gate valves shall be supplied with the gland packing installed and shall be either "Maxmech Style M57, Chesterton 1724" or similar approved.

3.10.1 4 Butterfly Valves

The valves shall be manufactured in accordance with BS 5155 (cast iron and carbon steel butterfly valves for general purposes), as far as is applicable. Where conflict exists, the requirements in this specification shall take precedence.

The following criteria for construction shall be met:-

a) Body

These shall be of the wafer-lug type, with drilled/tapped bolt holes, to allow the valve to be used at maximum working pressures of respectively 20 and 16 bars in terminal positions.

This is to allow downstream pipework to be disassembled with the upstream pipework under pressure.

Bodies shall be one piece casting Ductile Iron, UTS 400 MPa, YP 250 MPa, (elongational 12%) GGG 42 or equivalent for sizes up to 1500mm. Sizes above shall be of cast steel. Bodies shall never be in contact with the fluid conveyed and shall be fully protected internally by the resilient seat.

b) Disc

Shall be cast or stamped, spherically machined and positively splined or keyed internally to the driving shaft. (Use of plinths or bolts is totally prohibited).

Selection of the disc material shall be made taking into account the aggressivity of the fluid. (Cupro-aluminium or stainless steel 316 or equivalent).

c) Shaft

Butterfly valve technology shall be such that the shaft will never be wetted. (Dry shaft) Stainless Steel, AISI 420 of high mechanical characteristics shall be used.

It shall be positively splined or keyed to the disc. The upper and lower shaft and tie-bolt, when assembled to the disc, shall give in effect a one-piece shaft/disc assembly. At least three bearing assemblies, consisting of steel outer shell, with sintered bronze inner lining, coated with Teflon, facing shall be used.

The upper shaft shall be carried in two bearings, the lower in one.

d) Liner

The resilient, synthetic rubber seat shall be easily replaceable (bonded liners are prohibited) and shall entirely cover the inside of the body overlapping over the sides to form the seal between the body and matching pipework.

Where necessary, it shall be keyed to the body with annular grooves in the bore of the valve. The design shall be such as to allow the disc to seal drop-tight to the liner so that there is no ingress of fluid to the shaft area.

e) General

Valves with "O" Ring Shaft Backup Seals shall not be considered. The Manufacturer shall be able to offer alternative grades to cope with various fluids.

Quarter-turn handles shall be supplied for valves up to and including 150mm nominal diameter. The handle shall be lockable in all intermediate positions and be adaptable to the valves.

For valves larger than 150mm a gear shall be used. The gear operator shall be designed with a worm and nut system. The gear operator shall be irreversible in any position. The gear shall have a handwheel and an indicator protected by plexiglass, showing the position of the disc. If specified, limit switches shall be fitted, mounted in a waterproof and dustproof housing.

U-section wafer-type valves, as described in BS 5155, shall be acceptable, provided that:

- the valve is suitable for individual bolting of each flange
and
- the dimension between the inside faces of the flanges is not less than $3D$, where D is the diameter of the flange bolts as specified in BS 4504: Part 1, or SABS 1123

The use of single flanged and flangeless valves shall be permitted only if provision is made for downstream pipework to be disassembled with upstream pipework under pressure.

The direction of opening of the butterfly blade shall be such that the bottom of the blade moves in a downstream direction.

All handwheels shall be fitted with a suitably sized shear-pin, that shall fail before damage can be done to the drive gearing of the valve.

PSL 3.10.2

Air release valves

a) Function

The required valves shall provide any of the functions, or combination of functions, described below as specified in the schedule of quantities:

- Pipeline filling
Uninterrupted high volume air discharge through the large orifice.
- Pipeline draining or Column Separation
Uninterrupted high volume air intake through the large orifice.
- Pipeline full and operating
Discharge of disentrained pressurized air through the small orifice.
- Rapid Filling / Column Separation
The valve must incorporate an integral surge alleviation mechanism which will automatically dampen surge pressures due to rapid air discharge or the subsequent rejoining of separated water columns.

b) Construction and design

The air release and vacuum break valve shall be of a compact single chamber design with solid cylindrical High Density Polyethylene control floats housed in a tubular stainless steel or corrosion protected body with epoxy powder coated cast iron, or stainless steel ends secured by means of stainless steel tie rods.

The valve shall have an integral surge alleviation mechanism which shall operate automatically to limit transient pressure rise or shock induced by closure due to high velocity air discharge or the subsequent rejoining of separated water columns. The limitation of pressure rise must be achieved by deceleration of approaching water prior to valve closure. Relief mechanisms that act subsequent to valve closure cannot react in the low millisecond time span required and are therefore unacceptable.

Large orifice sealing shall be effected by the flat face of the control float seating against a nitrile/EPDM rubber 'O' Ring housed in a dovetail Groove circumferentially surrounding the large orifice. Discharge of pressurized air shall be controlled by the seating and unseating of a small orifice on a nitrile/EPDM rubber seal affixed to the control float.

The intake/discharge orifice area shall be equal to the nominal size of the valve i.e. a 150mm (6") valve shall have a 150mm (6") intake/discharge orifice. The valve construction shall be proportioned with regard to material strength characteristics, so that the deformation, leaking or damage of any kind does not occur by submission to twice the designed working pressure.

The valve design shall incorporate an over pressure safety feature that will fail without an explosive effect, such as is normally the case when highly compressed air is released suddenly. This feature shall consist of easily replaceable components such as gaskets, seals or the like.

The air valve class shall be at least equal to that of the pipework in which is to be installed, with a minimum working pressure of at least 1,6 MPa (Class 16).

All air valves are to be double acting.

PSL 3.10.3 Float Valves

Float Valves shall be hydraulically controlled dual diaphragm end line type control valves with either a direct or remote pilot to facilitate automatic control of levels in tanks and reservoirs with an inherent slow closing characteristic to automatically reduce induced pressure when closing.

Float valves shall be dual diaphragm end of line type with concentric cast iron body and bonnet, which shall be coated and lined with fusion bonded epoxy powder coated to 250 microns.

The spacer piece and plug assembly shall be manufactured from solid HDPE and the diaphragms shall be manufactured from proprietary elastomer as specified by the manufacturer. The internal filter mechanism shall be manufactured from LG2 brass and 304 stainless steel. The control orifice, trim and fasteners shall all be manufactured from Grade 304 stainless steel.

Valve construction shall be such that deformation, leaking or damage of any kind does not occur when the valve is subjected to testing pressures of 1.5 x the designed working pressure.

The valve shall be supplied with a direct or remote (as specified), magnetic two level latch type pilot with a fixed deadband. The pilot shall be constructed of brass with stainless steel trim and shall be fitted with an "Eclipse shallow pot" type magnet. The pilot float arm shall be constructed from stainless steel and the ball from polypropylene.

The pilot shall be able to remain "closed" or "open" when the water surface is turbulent and shall only change state at either end of the deadband.

Where a filter is specified to prevent debris from entering the valve, it shall be a cone filter manufactured from powder coated mild steel.

Float valves shall be supplied with stud connections suitable for alignment to flanges conforming to PN16 ratings of BS 4504 standards.

Float valves shall be suitable for operating under a static pressure of 16 bar and shall be able to operate at a residual pressure of at least 0.1 bar.

PSL 3.10.4 Meters (*Woltmann Type*)

Water meters used in this application in nominal bore sizes from 40mm to 150mm must comply with the South African Bureau of Standards Specification No. 1529-1:1994 and Section 18 of the Trade Metrology Act No. 77 of 1973 and Regulation 80 of Part II of the Trade Metrology Regulations.

All Water Meters, sizes 40 mm to 100 mm, must be tested and sealed by an authorised officer in a SANAS (S.A.B.S. 0259) accredited laboratory, situated within the borders of the Republic of South Africa.

The Water Meter must be of the *Woltmann WP* helical vane inferential velocity type with the following capabilities:

In

METER SIZE (mm)	40	50	80	100	150	200	250	300
Max. Flowrate $q_s \pm 2\%$ (m ³ /h)	90	90	200	250	600	1000	1600	2000
Permanent Flowrate $q_p \pm 2\%$ (m ³ /h)	50	50	120	180	450	700	1000	1500
Transitional Flowrate $q_t \pm 2\%$ (m ³ /h)	1.0	10	2.0	2.0	4.0	6.0	11.0	15.0
Minimum Flowrate $q_{min} \pm 5\%$ (m ³ /h)	.35	0.35	0.5	0.6	2.0	4.0	6.0	12.0
Starting Flow (m ³ /h)	0.15	0.16	0.22	0.25	0.90	1.2	1.8	1.8
Maximum Working Pressure (Kpa)	1600	1600	1600	1600	1600	1600	1600	1600
Body Length (mm)	311	200	200	250	300	350	450	500

addition, the meters offered must comply with the following:-

- Epoxy coated cast iron body.
- Counter to be encased in a Copper can with mineral glass lens sealed to IP 68 standards to prevent condensation from forming under the lens, thus providing clear reading in any environment.
- Scratch resistant mineral glass counter window able to withstand the impact of a 25mm steel ball dropped onto the centre from a height of one metre.
- Counter unit must be equipped to generate pulse outputs, as per the following:

Meter sizes 40 mm to 100 mm

One pulse per 10 litres
One pulse per 1 000 litres

Meter sizes 150 mm & 200 mm

One pulse per 100 litres
One pulse per 10 000 litres

- Meter must have the following features to facilitate convenience of on-site replacement:
 - (a) Fully shrouded, pre-calibrated replaceable mechanism.
 - (b) Helical vane fitted in a shrouded cartridge designed to direct the entire volume of water through the measuring element ensuring body impact is negligible on the accuracy.
- Must be suitable for Vertical, Horizontal or Inclined Installation.
- Meters must be capable of measuring reverse flows within the same Class B accuracy envelope as per the Specification (No. 1529-1, 1994) for forward flow, i.e. $\pm 5\%$ q_{min} & 2% q_p to q_s .

- Meter must be provided with a pressure tapping (1/4 BSP), into which a pressure gauge or pressure transducer can be fitted to measure the downstream pressure of the meter.
- Suitable for water temperatures up to 50°C and maximum working pressure of 1 600 kPa.
- All internal plastic components to be constructed of virgin materials.
- The meter must perform within the legal accuracy specification, with a length of pipe, the same diameter as the meter, three diameters long, free from fittings and valves, fitted at the inlet to the meter body and one diameter long fitted to the outlet of the meter body.
- Each Meter must be backed with a two-year warranty against faulty workmanship and/or materials.

Spare parts for all Water Meters offered must be available in South Africa and still be available for a period of ten years after the purchase of the water meter.

PSL 3.14 Strainers

All strainers shall be “Y” type configuration and shall conform to the following:

- Cast iron body and lid and shall be fusion bonded epoxy coated both inside and outside.
- Face to face dimension of all flanged strainers shall be according to EN 558-1 GR 1. Strainers shall be supplied with stud connections suitable for alignment to flanges conforming to PN16 ratings of BS 4504 standards.
- Strainers shall be suitable for operating under a static pressure of 16 bar.
- The screen shall be a fine-meshed double screen manufactured from stainless steel able to restrain parts bigger than 0.5mm for sizes DN 40mm – DN 150mm, and able to restrain parts bigger than 0.6mm for sizes DN 200mm – DN 300mm.
- All fastening bolts and nuts to be stainless steel.

PSL 3.15 Reflux Valves

Reflux valves shall be double-flanged, for horizontal and vertical mounting, of robust construction and suitable for the operating head and close drop tight, unless otherwise permitted in the Project Specification.

The body cover and door shall be of the close-grained cast iron and the door shall be fitted with a zinc-free phosphor-bronze face, closing on a corresponding bronze face, in the body.

The valves must be of the “non-slam” type, for horizontal or vertical installation. Unless otherwise specified, all reflux valves shall be fitted with an external counterweight arm to ensure non-slam closure.

External spring assisted closure will also be permitted. Valves with a stainless-steel perforated cone, or resilient conical diaphragm, are also acceptable.

Wafer-type reflux valves shall have ductile iron bodies with domed 316 stainless steel gates. Seats shall be machined with a dove-tail groove to accommodate an O-ring to ensure drip-tight sealing.

Valves shall be installed between suitable retaining flanges, which shall be independent of any other piece of equipment.

Valves shall be guaranteed to be leak tight in their particular application.”

PSL 3.11 Manholes and Surface Boxes

Add the following sub-clause:

“PSL 3.11.7 Pipeline Markers

Where so instructed by the Engineer or as shown on the drawings, the Contractor shall erect pipeline markers. These markers will be precast concrete units manufactured out of 25 Mpa concrete to the dimensions shown on the drawings and shall comply with SABS 1200 GA Concrete (Small Works).”

Add the following new sub-clause:

“PSL 3.12 Padlocks for Manholes, Air Valve Chambers, Reservoirs etc.

All padlocks for use in locking manholes, air valves chambers, valve chambers, reservoirs etc shall be “lock-a-like” 50 mm “VIRO” or similar approved with all working mechanisms treated with copper slip.”

PSL 4 Plant

PSL 4.1 *Handling and Rigging*

Add the following:

“The plant and rigging equipment used for the handling of pipes shall be such that no pipe shall be overstressed during any operation.

In the transportation, loading and unloading of pipes, the Contractor shall at all times operate and maintain an adequate fleet of vehicles to ensure that pipes or their protective linings and coatings are not damaged. In particular, the use of excavation equipment for handling of pipes will not be permitted.

Coated pipes shall be moved with the use of padded slings of width sufficient to prevent damage to the coating. Chain slings, hooks, wire ropes, rope slings without canvas covers, composition belt slings with protruding rivets and any other equipment liable to damage the coating shall not be used. Slings shall be suitably rated for the loads to be handled and in good condition. The use of deteriorating and frayed slings is prohibited.

All pipes are to be lifted and handled with the aid of a “spreader” lifting beam. Special care shall be taken to ensure that no damages occur to pipes or coatings as a result of pipes sliding on or hitting adjacent pipes. The dragging or skidding of pipes and specials in contact with the ground shall not be permitted.

Whenever pipes are stacked, or otherwise stockpiled, or are transported, use shall be made of suitable resilient material as dunnage which shall not disintegrate or deteriorate when exposed to the elements for prolonged periods or under loads from adjacent pipes. Pipes shall be stacked with a minimum clearance of 50 mm between adjacent pipe walls and a minimum of 200 mm clear of the ground.

The ends of the pipes should be kept covered by suitable end pieces to prevent damage to the lining through the intrusion of foreign matter. Level, cleared ground, free of vegetation should be chosen for the stacking site. Fire breaks are essential and pipes must be protected from damage by vandals or animals.”

Add the following sub-clause:

“PSL 4.1.1 Stacking of Ductile Iron Pipes

The pipes shall be stacked in uniform stacks, sockets at the same end, as described below:

Bottom Layer: The bottom layer shall be laid on 2 timbers, arranged in parallel; one timber being 1m from the socket end and the other 1m from the spigot end. The pipes shall be laid parallel with one another. The sockets touch and shall not be in contact with the ground.

The pipes at the two ends shall be secured at the socket and spigot with large wooden wedges nailed to the timbers. The intermediate pipes shall be secured at the spigot end only, using smaller wedges.

Upper Layers: Each tier consists of parallel pipes laid in line vertically. Each tier is separated by timbers slightly thicker than the difference in diameter (socket – barrel).

Fittings and accessories shall be packed in robust timber crates and secured in position to prevent chaffing in transit.

The Contractor shall supply all necessary timber dunnage/crating necessary to stack the pipes in accordance with the above specification. Timber dunnage shall be sufficiently robust to prevent crushing or breaking and shall be of sufficient size to prevent contact with the ground.

PSL 5 Construction

PSL 5.1 Laying

PSL 5.1.4 Depths and Cover

Add the following:

“Water mains shall be so laid in road verges that the minimum cover from the finished surface level to the top of the pipe barrel is 800 mm. Under carriageways, water mains shall be laid horizontally and so that the minimum cover is 1000 mm, the change to the cover under the carriageway from the verge being effected as specified in Subclause 5.1.4.2 of SABS 1200 L. Bulk supply mains shall be laid so that the minimum cover, in all situations, is 1000mm.”

PSL 5.2.3 Welding

Add the following Sub-clause:

“PSL 5.2.3.1 Site Welded Joints

Plain ended steel pipes and plain ends of corresponding specials are to be joined together by welding in accordance with American Standard API 1104:1964. The pipe ends are to be prepared in accordance with that standard. Welding shall generally commence at the top of the joint and proceed downwards. In addition to the root weld, at least two further passes shall be made, none of which is to exceed 3mm in depth.

The Engineer shall have the right to specify that Qualification Tests be carried out for each welder employed on the works. No welder shall be employed who has not passed such tests and for whom a recent pass certificate issued by a competent authority cannot be produced.

Site welded joints are to be tested by radiographic examination or other approved method as ordered by the Engineer. All testing of welds is to be carried out by an inspection firm to be approved by the Engineer and all costs of testing are to be included in the rates tendered.

In the event of any welded joint proving unsatisfactory when the pipeline is subjected to radiographic or hydraulic tests, the contractor shall be held responsible for all costs involved in repairing the joint or cutting it out and welding a new section of pipe, as may be ordered by the Engineer, and thereafter restoring the lining and wrapping, if these have become damaged, all

to the satisfaction of the Engineer.

After jointing and testing, the protective lining and wrappings are to be rendered continuous with the same materials as applied to the body of the pipe. Holiday detection tests shall be carried out in the field to ensure continuity of lining and wrapping

The tendered prices for supplying, transporting, laying, jointing and testing of pipes are to include for all the work described above and for the supply of all necessary materials, including welding, all necessary plant and labour.

Add the following new sub-clause:

PSL 5.2.5 Cut pipes

Cut pipes may be used where required as closure lengths. The cut ends shall be dressed square and to a smooth even finish which shall not be inferior to that of the ends of uncut pipes. The finished dimensions of ends cut on site must be within the tolerances applicable to the ends of the particular types of pipes to be laid. The cost of cutting and trimming pipes shall be included in the rates tendered for laying and jointing pipes.

Add the following new sub-clause:

“PSL 5.11 Pipeline Markers

Markers are to be erected 300 mm off the edge of the pipe trench to the left of the trench and at right angles to the trench centre line at all horizontal changes of direction and on both sides of all road and river crossings, at valve chambers and at intermediate intervals as agreed with the Engineer.

PSL 6 At bends the marker will be erected at the P.I. point of these 300 mm offset lines.”
Tolerances

PSL 6.3 ***Control Points***

Add the following:

“On completion of the contract, the Contractor shall provide the Engineer with a list of as built coordinates (Accurate to 1.0 m) for all air valves, scour valves, isolation valves and standpipes. The cost of providing this information shall be deemed to be included in the rates tendered for the individual items.”

PSL 7 **Testing**

PSL 7.2.2 **Radiographic Examination**

Add to the end of the sub clause the words “as amended”. 10% field radiographic testing will be required under this contract.”

Add the following Sub-clause:

“PSL 7.2.3 Radiographic Testing in the Field

10% of all welds made in the field shall be tested radiographically by an independent specialist firm. The welds to be tested shall be selected by the Engineer or his representative. The standard of acceptance shall be in accordance with API standard 1104. Should the welds so tested prove unacceptable, they shall be repaired by the contractor and retested. In addition the two nearest untested welds, one on each side of the unacceptable weld shall also be tested radiographically. Should these welds also prove unsatisfactory, two further welds shall be tested. Such testing will be repeated until all welds are found to be acceptable.

PSL 7.3 *Standard Hydraulic Pipe Test*

PSL 7.3.1 Test Pressure and Time of Test

Add the following to subclause 7.3.1.2:

“The test pressure for field testing of the section of pipeline under test, shall be 1,50 times the maximum working pressure.

The maximum working pressure, for testing purposes, shall be deemed to be the pressure rating of the pipe being tested.”

Add the following new sub-clause:

“PSL 7.5 Testing of Valves

All valves shall be pressure tested according to SABS 664 or other applicable code at the appropriate test pressure. Test certificates shall be issued to the Engineer upon delivery to site.

No separate payment shall be made for testing of valves and hydrants and the scheduled rates for the supply and installation of valves shall include for all costs in respect of testing.”

PSL 8 *Measurement and Payment*

PSL 8.2 *Scheduled Items*

PSL 8.2.1 Supply, Lay and Bed Pipes Complete with Couplings

Until all the specified work has been completed and all requirements complied with, pipes will be regarded as “materials on site”.

PSL 8.2.2 Extra-over 8.2.1 for the Supplying, Laying and Bedding of Specials Complete with Couplings.

Until all the specified work has been completed and all requirements complied with, specials and couplings will be regarded as “materials on site”.

PSL 8.2.3 Extra-over 8.2.1 for the Supply, Fixing and Bedding of Valves

Until all the specified work has been completed and all requirements complied with valves will be regarded as “materials on site”.

Add the following new payment items:

“PSL 8.2.16 Pipeline Markers..... Unit: No.

The unit of measurement will be the number of markers erected and accepted by the Engineer and the rate will include for all materials, manufacturing, delivery, painting and erection of each unit.

PSL 8.2.17 Valve Markers..... Unit : No.

The unit of measurement will be the number of markers erected and accepted by the Engineer and the rate will include for all materials, manufacturing, delivery, painting and erection of each unit.

PSL 8.2.18 Wrapping of all buried flanges and couplings..... Unit : No.

The unit of measurement will be the number of buried flanges or couplings wrapped in accordance with the specified requirements. The rate will include for all materials, manufacturing,

delivery, painting and erection of each unit. Separate items will be scheduled for different pipe diameters.

PSL 8.2.19 Wrapping of pipes..... Unit : m².

The unit of measurement will be the square metre of pipe wrapped in accordance with the specified requirements. The rate will include for all materials, manufacturing, delivery, wrapping and erection of each unit.

PSLB BEDDING (PIPES) (SABS 1200 LB)

PSLB 3 Materials

PSLB 3.1 *Selected Granular Material*

Replace with the following:

“Selected granular material shall be regarded as a clean river sand or any other granular, non-cohesive, vegetation free material subject to the approval of the Engineer. The maximum particle size shall be 19 mm. This material may occur in-situ, be imported or selected from trench excavations.

PSLB 3.2 *Selected Fill Material*

Replace with the following:

“Selected fill material shall be material that has a PI less than 12 and does not contain vegetation or stones exceeding 20 mm. Selected fill material may occur in-situ, be imported or selected from trench excavations.

PSLB 3.3 *Bedding*

All medium pressure pipes shall be classed as flexible pipes and shall be bedded in accordance with Drawing LB 2 of SABS 1200 LB.

All concrete pipes shall be classed as rigid and shall be bedded in accordance with Drawing LB 3 of SABS 1200 LB.

PSLB 8 Measurement and Payment

PSLB 8.1.3 *Volume of Bedding Materials*

Add the following:

“The volume of bedding materials will be computed from dimensions shown on the drawings. The volume occupied by the pipe (measured to the outer diameter) shall be excluded from the bedding volume not be measured.”

PS LF ERF CONNECTIONS (WATER)

PSLF 2 INTERPRETATIONS

PSLF 2.3 DEFINITIONS AND ABBREVIATIONS.

Saddle. Remove the word “metal”

Stop tap. Add “also commonly called ball-o-stop valve” after the last word.

PSLF 3 MATERIALS

PSLF 3.1.7 Saddles. The saddles shall be of the type of ... or equivalent.

PSLF 3.2.2.1 General. The meters shall be of the 'Elster Kent Above Ground Concentric Meterbox' type or equivalent.

PSLF 3.6 MARKINGS AND MARKER POSTS. No markings or marker posts are required.

PSLF 5 CONSTRUCTION

PSLF 5.5.1 Meters. Replace the words in the first line "...position shown on the drawings" with "...on the cadastral boundary of the property and/or outside the existing boundary fence of the property"

PSLF 5.7.2 Maintenance. Replace the words "period of maintenance" in the first line with "Defects Liability Period".

PSLF 7 TESTING

PSLF 7.3.2 Site Test. Replace the words "methods specified in the project specification" with the words "method proposed by the Contractor and approved by the Engineer"

PSLF 8 MEASUREMENT AND PAYMENT

PSLF 8.2.1 Provide Erf Connections Complete. *Delete* the words "meters, surface boxes, marker posts" and *add* "meters to be scheduled separately"

PSLF 8.2.2 Supply, Lay, and Test Erf Connections. *Delete* the whole clause.

PSLF 8.2.3 Extra-Over Item 8.2.2 for Specials. *Delete* the whole clause.

PSLF 8.2.4 *Replace* the clause to read Install Meters Complete with Couplings.....Unit: No.
The rate shall cover the cost of supplying all materials (excluding Meters) and for handling, transporting, installing, jointing, cutting, commissioning, listing and submitting a record of installations to the Engineer. Meters shall be provided by the Employer; the Contractor shall fetch the Meters from the Employer's stores.

PARTICULAR SPECIFICATIONS

PS 4.3 Site Establishment

PS 4.3.1 Services and facilities provided by the Employer:

(a) Area for contractor's site establishment

An area shall be allocated to the Contractor in communication with the Employer.

The Contractor shall use this area only for the purposes of erecting his site offices, workshops, stores and other facilities required for the execution of the Contract. The Contractor shall not use the area nor allow it to be used for any purposes not directly associated with the execution of the Contract.

The Contractor shall be responsible for arranging, at his own cost, for the provision of all services he may require in the area, as well as elsewhere on the Site.

Should the Contractor deem the area made available to be inadequate or unsuitable for the Contractor's particular needs, then the Contractor shall be at liberty to make his own arrangements with the owners of other sites which he considers are better suited to his needs; provided always that the use by the Contractor of any area other than that made available to him shall be subject to the prior written approval of the Employer's Agent, which approval shall not be unreasonably withheld; and provided further that the Contractor shall have no claim against the Employer in respect of any costs incurred by him, either directly or indirectly in consequence of utilizing any area other than that made available to him, and which costs exceed those costs allowed for by the Contractor in his Tender.

(b) Water Sources

Reticulated potable water supplies are available to the Site. The responsible water supply authority in the area of the Site is the Msunduzi Municipality.

Should the Contractor, in complying with his obligations in terms of sub-clause C3.4.2.2(b): Water, wish to utilize such water supply, he shall himself be responsible for making his own arrangements with the responsible water supply authority for the supply of all water that he may require from such reticulation network for construction purposes as well as for domestic consumption.

If so required by the responsible water supply authority, the Contractor shall further be responsible, at his own cost, for making or otherwise providing metered connections to the available services at the positions specified by the water authority, as well as for the removal of such connections on completion of the Contract.

No warranty is offered/given by the Employer that the existing available reticulated water supply will necessarily be adequate for the Contractor's purposes nor that such supply is in any way guaranteed.

All charges as may be levied by the water supply authority in respect of water consumed by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall, in accordance with the provisions of sub-clause C3.4.2.2(b), be deemed to be included in the sums tendered by the Contractor for the various Preliminary and General items listed in the Bill of

Quantities, as well as in the rates tendered by the Contractor for the various other items listed in the Bill of Quantities which require the consumption of water.

The Contractor shall, when reasonably required by the Employer's Agent, provide documentary proof that all amounts as may have become due and payable by the Contractor to the responsible water authority have been promptly paid in full.

(c) Electricity supply

Reticulated electrical power supply is available in the vicinity of the Site.

(d) Excrement disposal

No water-borne sewage or other off-site excrement disposal systems are available in the vicinity of the Site.

PS 4.3.2 Facilities provided by the Contractor

(a) Facilities for the Employer's Agent

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

(i) Office accommodation

No separate office is required for the Employer's Agent or his Representative, but the Contractor must provide a suitable office desk with lockable drawers, an office chair and a lockable plan cupboard in one of his offices, for the exclusive use of the Employer's Agent and his Representative.

The Employer's Agent and his Representative shall be allowed free use of all the Contractor's site facilities.

The Employer's Agent and the Employer's Agent's Representative shall be allowed free use of survey equipment and assistants to carry out control work as and when required, and the Contractor shall provide all pegs, concrete, tools and other necessary items as well as all necessary labour for excavation, bush clearing, mixing and placing of concrete, as and when required for the control of the setting out of the Works.

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

(ii) Contract Nameboards

The Contractor shall provide, erect and maintain two contract nameboards at such positions and locations directed by the Employer's Agent, which nameboards shall, unless otherwise specified elsewhere in the Contract, comply with the recommendations for the standard board of the South African Association of Consulting Employer's Agents, with regard to size, painting, decorating and detail, and the requirements described hereunder.

Each nameboard shall be made of tempered hardboard with a thickness of at least 12 mm, so braced on the reverse side as to prevent warping and shall be mounted on two or more, as necessary, firmly planted poles. The painting of the boards shall comply with the relevant requirements of CKS 193 and the colours of the paints shall be an acceptable match to the applicable colours given in SABS 1091.

The Contractor shall keep the contract nameboards in good state of repair for the duration of the Contract and shall remove them on completion of the Contract.

(iii) Survey equipment and assistants

Survey equipment

The Contractor shall, for the duration of the Contract, provide the following survey equipment for the exclusive use of the Employer's Agent and his staff:

- 1 upright reading automatic level with tripod;
- 1 metric levelling staff with protective cover bag;
- 6 ranging rods;
- 1 100 meter Stilon tape measure;
- 1 ± 2 kg hammer.

All such survey equipment provided by the Contractor shall be in good condition, properly calibrated and fit for the purpose and shall be kept fully serviceable at all times by the Contractor at his own cost. The Contractor shall have any defective equipment repaired or replaced at his own cost within 12 hours after notification by the Employer's Agent's staff.

Where required by the Employer's Agent, the Contractor shall at his own cost, promptly arrange for the recalibration of survey equipment provided.

The Contractor shall keep the equipment continuously insured against any loss, damage or breakage and he shall indemnify the Employer's Agent and the Employer against any claims in this regard.

Survey assistants

The Contractor shall make available one suitably educated survey assistant for use on and about the Site at all reasonable times

(b) Water

The Contractor shall, at his own expense, be responsible for obtaining and distributing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use, as well as for making all arrangements in connection therewith.

The Contractor shall further, at his own expense, be responsible for providing all necessities for procuring, storing, transporting and applying water required for the execution of the Contract, including but not limited to all piping, valves, tanks, pumps, meters and other plant and equipment, as well as for all work and superintendence associated therewith.

The sources of all water utilized for the purposes of the Contract shall be subject to the prior approval of the Employer's Agent, which approval shall not be unreasonably withheld.

The Contractor shall comply with all prevailing legislation in respect of drawing water from natural and other sources and shall, when required by the Employer's Agent, produce proof of such compliance. The distribution of water shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

All water provided by the Contractor for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials and shall comply with any further relevant specifications of the Contract. The Contractor shall, whenever reasonably required by the Employer's Agent, produce test results demonstrating such compliance. Water provided by the Contractor for human consumption shall be healthy and potable to the satisfaction of the health authorities in the area of the Site.

No separate payment will be made to the Contractor for the obtainment and consumption of water which will be deemed to be included in the Contractor's tendered rates.

(c) Electricity

The Contractor shall, at his own expense, be responsible for obtaining and distributing all electricity as he may require for the purposes of executing the Contract, including electricity for both construction purposes and domestic use, as well as for making all arrangements in connection therewith.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of electricity, the costs of which will be deemed to be in the Contractor's tendered rates and prices.

(d) Excrement Disposal

The Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all human excrement and similar matter generated on the Site during the course of the Contract, to the satisfaction of the responsible health authorities in the area of the Site and the Employer's Agent. All such excrement shall be removed from the Site and shall not be disposed of by the Contractor on the Site.

The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

No separate payment will be made to the Contractor in respect of discharging his obligations in terms of this sub-clause and the costs thereof shall be deemed to be included within the Contractor's tendered Preliminary and General Items.

(e) Employer's Agent's Laboratory

No testing laboratory is required for use by the Employer's Agent but all quality control testing shall be carried out by the Contractor, with the cost thereof deemed to be included in his tendered rates.

The Contractor shall arrange for process control testing to be undertaken by a laboratory to be approved by the Employer's Agent.

A provisional sum will be allowed for in the schedule to allow for the use of an independent laboratory to effect check tests as detailed by the Employer's Agent.

PS 4.3.3 Site Usage:

The Contractor is required to make full provision for all his own requirements and that of his staff and employees according to the relevant legislation and regulations applicable to the area in which he sites his facilities. Sleeping accommodation will not be allowed on the Site of the Work except upon explicit approval of the Employer.

To avoid any misunderstanding or unnecessary conflict with the local community in respect of the accommodation of workers, the Contractor is required to consult with the Employer in this regard at the commencement of the Contract.

The provision of security for the Contractor's Site Establishment, for the full duration of the contract, shall be his own responsibility and no claims for additional security measures taken during the Contract will be considered other than as provided for in the Conditions of Contract.

PS 4.3.4 Permits and wayleaves

The Employer shall be responsible to obtain all the wayleaves required for this Contract.

PS 4.3.5 Features requiring Special Attention:

(a) Site Maintenance

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

On completion of the Works, the Contractor shall remove all temporary offices, sheds, fences etc. and shall reinstate the camp site to the satisfaction of the Employer's Agent.

(b) Subcontractors

All matters pertaining to subcontractors (including Nominated Subcontractors) and the work executed by them shall be dealt with directly between the Employer's Agent and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Employer's Agent will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors and the Employer's Agent will not become involved.

(c) Access to Properties

The Contractor shall organize the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working. In this respect the Contractor's attention is drawn to Clause 5.4 of the General Conditions of Contract

If, as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

(d) Protection of Excavations

Unless otherwise permitted in writing by the Employer's Agent, all excavations are to be protected by means of fencing or other appropriate means including watchmen if necessary as the Works are within a residential area.

No excavations may be left open over weekends and Public Holidays unless properly protected. The cost of backfilling any excavations and the re-opening thereof, to comply with this requirement shall be for the Contractor's account.

(e) Employment of Developing Contractors

Whilst no restrictions are placed on the reservation of specific work for Local "Developing Contractors", it is recommended that appropriate portions of the Works be "contracted out" to such individuals and contractors, who are resident in the project area. The Tenderer will be responsible for all contractual requirements.

(f) Employment of Local Labour

It is the intention that this Contract should make maximum use of the local labour force that is presently under-employed. To this end the Contractor shall limit the utilization on the Contract of non-local employees to that of key personnel only and to employ and train local labour to the extent necessary for the execution and completion of this Contract. All unskilled labour MUST be obtained from the area in which the Works are being undertaken.

The Contractor shall fill in the form entitled Key Personnel in the Forms to be completed by the Tenderer. The data stated on the above-mentioned form will be strictly monitored during the Contract period and any deviations therefrom shall be subject to the prior approval of the Employer's Agent, which approval shall not be unreasonably withheld.

(g) Monthly Statements and Payment Certificates

The statement to be submitted by the Contractor in terms of Clause 6.10.1 of the General Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Employer's Agent, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two paper copies of the statement.

For the purposes of the Employer's Agent's payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Employer's Agent for the purposes of accurately reflecting the actual quantities and amounts which the Employer's Agent deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Employer's Agent within three (3) normal workings days from the date on which the Employer's Agent communicated to the Contractor the adjustments required. The Contractor shall submit to the Employer's Agent five (5) sets of paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting such adjusted statement for the purposes of the Employer's Agent's payment certificate will be added to the times allowed to the Employer's Agent in terms of Sub-clause 6.10.4 of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

(h) Construction in Restricted Areas

Working spaces will sometimes be restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the

rates and prices tendered will be deemed to include full compensation for any difficulties encountered by the Contractor while working in restricted areas. Neither extra payment, nor any claim for payment due to these difficulties will be considered.

(i) Notices, Signs, Barricades and Advertisements

All notices, signs and barricades, as well as advertisements, may be used only if approved by the Employer's Agent. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Employer's Agent shall have the right to instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

(j) Workmanship and Quality Control

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and experienced staff, equipment and transport to ensure adequate supervision and positive control of the Works at all times. The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates tendered for the related items of work.

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

On completion and submission of every part of the work to the Employer's Agent for examination and measurement, the Contractor shall furnish the Employer's Agent with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

(k) Spoil Material

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled in designated areas as directed by the Employer's Agent.

(l) Finishing, Testing, Tidying and Period of Maintenance

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.

Finishing, testing and tidying must not be deferred to the end of the Contract. The Contractor will be entitled, subject to reaching prior agreement with the Employer's Agent, to request that work in specific areas be inspected and certified as complete, prior to certification of completion of the whole of the works included in the Contract, in accordance with the provisions of Sub-clause 5.14.2 of the General

Conditions of Contract, provided always that the works in any such specific area will not be certified as complete, until the whole of the works within the specific area concerned, including all finishing, testing and tidying, has been fully completed to the satisfaction of the Employer's Agent.

All finishing, testing and tidying shall be carried out to the best advantage of the project as a whole.

(m) Courtesy

In all dealings with the public the Contractor shall bear in mind their right to enjoy the use of the roads and services and access to their properties and that the Employer desires to interfere as little as possible with these rights.

At all points of contact with the public the Contractor and his staff are requested to handle discussions and disputes with deliberate courtesy and understanding.

The Ward Councilor shall be contacted prior to commencement of any works and the Contractor is obliged to work with the appointed representatives of the local community in all matters relating to the employment of local labour and related issues.

(n) The Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993) - (COID Act)

Contractors are required to register as employers in terms of the COID Act and must pay the assessments due in terms of the COID Act relative to their employee records including all sub-contractors and community-based labour.

In this specific contract the Contractor further acknowledges that the Employer shall have the right, without prejudice, to deduct any shortfall in compensation due to any employee of the Contractor (or sub-contractor) from monies due or which may become due to the Contractor, and so effect settlement of the matter.

(o) The Labour Relations Act (Act 66 of 1995) (LR ACT)

Contractors are required to register as employers in terms of the LR Act.

Contractors are required to pay all employee and employer contributions to the Unemployment Benefits Fund, other than in respect of casual employees defined as persons who work for less than eight hours in any one week, or in respect of persons who by virtue of lawful reasons are exempt therefrom.

(p) The Basic Conditions of Employment Act (Act 3 of 1983) (BCE ACT)

Contractors in their capacity as employers are required to comply with the provisions of the BCE Act with special reference to their employees' terms and conditions of employment.

(q) The Income Tax Act (Act 58 of 1962)

Contractors in their capacity both as business enterprises and employers are obliged to register and comply with the requirements of the Receiver of Revenue.

(r) The Value Added Tax Act (Act 89 of 1991)

Contractors in their capacity as business enterprises are required, if their annual turnover exceeds or is expected to exceed the limit as determined by the SARS from time-to-time, to register as VAT vendors with the Receiver of Revenue for the purpose of paying, recovering, charging and returning VAT to the State via the Receiver of Revenue.

It is recorded that the Employer in this contract is registered as a VAT vendor.

(s) The Employer's Agenting Profession Act of South Africa (Act 114 of 1990)

Where work undertaken in connection with this contract falls within the meaning of "kinds of work reserved for professional Employer's Agents" as fully set out in of the Engineering Profession Act of South Africa 1990, or any amendments thereof, only persons registered in terms of the above Act, may assume full responsibility, according to competency under the Act, for the respective sections and phases of such work, as described in the Act, particularly in regard to design, supervision of construction and installation, and commission where applicable.

The Tenderer shall submit a certificate with the tender certifying compliance with all these requirements in connection with the preparation and submission of the tender and shall give an undertaking to comply in full during the contract period. Where applicable the Tenderer shall submit at the time of tendering the name(s), qualifications and address(es) of the Professional Employer's Agent(s) responsible for the various disciplines and portions of the work comprising this contract.

(t) Compliance with Legislation

Contractors will be deemed by virtue of submitting a tender to have undertaken to comply fully for all purposes under this contract with all current legislation and related regulations. The above Acts as amended from time to time, are listed for the attention and convenience of the Contractor, without prejudice and without in any way relieving the Contractor of the obligation to continuously comply with all the laws of South Africa for the entire duration of this contract including the defects liability period the cost of so doing being expressly included in the contract sum.

(u) Non Compliance with Legislation

The Employer in this contract will not under any circumstances be, or become party to, any act or omission by the Contractor and/or the Contractor's Sub-contractors and/or employees, which contravenes South African law.

If at any time during this contract, including the defects liability period, the Employer and/or the Employer's Agent and/or the Employer's Agent's Representative discover any such contravention, then the Employer shall have the right without prejudice to terminate this contract forthwith, take possession of the works and declare any monies due or which may become due to the Contractor as forfeited by the Contractor, notwithstanding any other clause to the contrary.

(v) Use of Explosives

Prior to the use of explosives at any specific location, the Contractor shall obtain permission for blasting from the Employer's Agent. The safety of existing Works and services, and of persons, etc., shall remain the responsibility of the Contractor, who shall abide by all the relevant laws and regulations.

The Contractor shall pay special attention regarding the use of explosives in the vicinity of the Oil pipeline and any additional costs arising from special requirements and/or procedures that may be required shall be deemed to be included in the rates for hard rock excavation.

(w) Existing Services and Buildings

Although the plans may show the approximate position of existing services and buildings, neither the Employer nor the Employer's Agent will accept the responsibility for the accuracy thereof.

Where the Contractor anticipates that it will be impossible for him to carry out the work without causing damage to existing services, Works or buildings he shall forward a proposal on the method of construction for approval by the Employer's Agent.

Where any existing services are crossed or temporarily removed, the Contractor shall be responsible for the repair and / or reinstatement of the crossings to the satisfaction of the Employer's Agent.

Any damage done to existing Works or buildings shall be immediately notified to the owners concerned and to the Employer's Agent.

Unless it is established by the Employer's Agent that the Contractor exercised reasonable care and damage was unavoidable, the Contractor shall be held responsible for the damage to any existing Works or buildings and for the costs of repair, including any claims which may arise as a result thereof.

(x) Security of Contractor's Site

The provision and sustainment 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 other than as provided for in the General Conditions of Contract.

(y) Contractor's Construction Manager

Within 14 days of the award of Contract, the Contractor shall advise the Employer in writing, together with a CV, of the name of the responsible person in charge of this Contract.

In amplification of Clause 7.5 of the General Conditions of Contract:

It shall be noted that the Contractor shall be required to strictly observe his obligations regarding adequate full time superintendence of the Works, with particular reference to accuracy of setting out, excavations, correct steel fixing, properly constructed formwork, etc. in order to achieve the high standard of workmanship required of him.

Adequate facilities for superintendence of his work shall be provided by the Contractor and the Employer's Agents engineering staff must under no circumstances be expected to act in this capacity on his behalf.

(z) Liaison Officer

If required in terms of the contract, the Contractor shall employ a Liaison Officer for the full duration of the contract. In the event that a Liaison Officer is required, the contractor must make allowance for a CLO in his general obligations.

PS 4.3.6 Delays Due to Adverse weather conditions

Critical Path Method

In terms of GCC Clause 5.12.2 of the Conditions of Contract, extension of time will be considered for **abnormal rainfall**. The numbers of days per month on which work is expected not to be possible as a result of **normal rainfall**, and for which the Contractor shall make provision in his/her tendered rates, prices and programme, are listed in Table PS-4.1 hereafter. Only the number of days lost as a result of adverse weather conditions, exceeding the number of days listed in Table PS-4.1, will qualify for consideration of extension of time.

**TABLE PS-4.1:
EXPECTED NUMBER OF WORKING DAYS LOST PER MONTH DUE TO NORMAL RAINFALL**

MONTH	Expected number of working days lost as result of normal rainfall	Average monthly Rainfall (mm)
JANUARY	*4	138
FEBRUARY	2	89
MARCH	2	100
APRIL	1	51
MAY	0.5	15
JUNE	0.5	17
JULY	0.3	11
AUGUST	0.8	30
SEPTEMBER	1	37
OCTOBER	2	85
NOVEMBER	3	109
DECEMBER	*3	137
TOTAL	23.2 days	819

*(Based on information obtained from the Weather Bureau, Department of Environment Affairs, Pretoria. The average monthly rainfall figures quoted for Albertfalls Station No. U2R003A01, are included for information only, and shall not be taken into consideration for calculation of extension of time. *The number of working days lost for December and January allows for the builders' holidays from 15 December to 2 January, both days included.)*

During the execution of the Works, the Employer's Agent's Representative will certify a day lost due to abnormal rainfall and adverse weather conditions only:

- If no work was possible on the relevant working day on any item which is on the critical path according to the latest approved construction programme; or
- If less than 30% of the work force and plant on site could work during that specific working day.

Extension of time as a result of abnormal rainfall and adverse weather conditions shall be calculated monthly being equal to the number of working days certified by the Employer's Agent's Representative as lost due to rainfall and adverse weather conditions, less the number of days allowed for as in Table PS-14.1, which could result in a negative figure for certain months. The total extension of time as a result of abnormal climatic conditions 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."

PS 5 OCCUPATIONAL HEALTH AND SAFETY

(Read with SANS 1921 - 1: 2004 Clause 4.18 and the Particular Safety Specification)

PS 5.1 General Statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2014 issued on 07 February 2014 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act by executing the Agreement form included in Part 4: Annexures.

PS 5.2 Health and Safety Specifications and Plans to be Submitted at Tender Stage

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification is included in this document as part of the Project Specifications.

(b) Contractor's Health and Safety Plan

The successful Tenderer shall, on receipt of notification that his offer is accepted, submit without delay his own documented Health and Safety Plan for the execution of the Work under the contract. His Health and Safety Plan must at least cover the following:

- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- (ii) pro-active identification of potential hazards and unsafe working conditions;
- (iii) provision of a safe working environment and equipment;
- (iv) statements of methods to ensure the health and safety of Sub-Contractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 5*);
 - monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
 - details of the Construction Manager, Construction Supervisor, the Construction Health and Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
 - details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014.

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

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

PS 5.3 Cost of Compliance with the OHSA Construction Regulations

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract. Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

Items that may qualify for remuneration will be specified in the Safety Specifications included or in the Project specifications.

PS 6 USE OF PROPRIETARY NAMES

The use of proprietary names in no way indicates preference for a particular product. Rather, this usage is to illustrate to the tenderer the type and nature of product sought by the Employer. Equipment with similar materials of constructions, similar functionality and no material deviation from the product used for illustrative purposes will be deemed to be “similar approved”.

C3.3 PARTICULAR SPECIFICATIONS

In addition to the Standardized and Project Specifications, the following Particular Specifications shall apply to this contract and are bound in hereafter.

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PARTICULAR SPECIFICATION: PE

REQUIREMENTS OF THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

This section provides specifications with regard to the following:

- (a) The Expanded Public Works Programme (EPWP); and
- (b) The National Youth Service (NYS) programme, which is a government programme implemented by the National Department of Public Works forming part of the Expanded Public Works Programme (EPWP).

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

Furthermore, in order to avoid duplication of training programmes and training facilities, all structured training, including the training for Small Contractor Development (SCD), (in those instances where SCD is included in the contract), shall be measured and paid for in terms of the pay items provided in this section.

PW 1 Expanded Public Works Programme (EPWP)

PW 1.1 Labour-Intensive Construction (LIC), supervision and management for the Expanded Public Works Programme (EPWP)

The Expanded Public Works Programme (EPWP) is a multi-sectoral government initiative to create jobs. In the case of the infrastructure sector, existing government expenditure is realigned using labour-intensive technologies to create job opportunities. This involves the use of both labour and plant, where labour is preferred and plant is used appropriately.

All work undertaken in terms of the Expanded Public Works Programme (EPWP) shall be implemented using labour-intensive construction methods to the extent economically feasible, in accordance with the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) Third Edition 2015".

The aforementioned guidelines can be downloaded from the EPWP website of the Department of Public Works (<http://www.epwp.gov.za/>).

Items scheduled for labour-intensive construction are marked with the letters "LI" in the schedule of quantities in the manner described in the Pricing Instructions.

Contractors shall note that they shall employ in labour-intensive works only those supervisory and management staff that have completed the required Skills Programme in terms of Appendix C of the aforementioned guidelines:

- ✓ Foremen / Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes";
- ✓ Site Agent / Construction Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent Quality Council for Trades and Occupations (QCTO) qualifications at NQF level 5 or 7.

In addition to their normal supervisory and management functions, the aforementioned supervisory and management staff shall also be responsible for setting the workers' daily tasks in accordance with labour-intensive construction principles, and for ensuring that the EPWP job creation reporting data is accurately recorded on a daily basis and compiled and submitted to the Employer each month in accordance with clause 3 of this section.

PW 1.2 Labour laws applicable to the Expanded Public Works Programme (EPWP)

The work to be undertaken on this contract by unskilled or semi-skilled workers under the Expanded Public Works Programme (EPWP) shall be implemented in accordance with:

- ✓ the Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programmes (EPWP), issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. 129 of 18 February 2011 (Government Gazette No. 34032 of 18 February 2011); and
- ✓ Ministerial Determination 4: Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R347 of 4 May 2012.

The aforementioned Government Notice No. R347 contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do not apply to persons employed in the supervision and management of an Expanded Public Works Programme (EPWP).

The above documents can be downloaded from the EPWP website of the Department of Public Works (<http://www.epwp.gov.za/>).

PW 1.3 Persons to be employed under the Expanded Public Works Programme (EPWP)

All local labour required for the execution of labour-intensive works shall be engaged strictly in accordance with prevailing legislation.

The Contractor shall, through the Project Liaison Committee (PLC) and with the assistance of the Community Liaison Officer (CLO), inform the local community of the labour-intensive works proposed and the employment opportunities thereby presented.

The Contractor shall determine the minimum education level/skills required to undertake the works specified. In consultation with the PLC and the War Room convener for each relevant ward, selection of the local labour shall be made from households on the Operation Sukuma Sakhe (OSS) database profiled through the War Room for each ward. The list obtained from the OSS database must be accompanied by a letter from the War Room convener confirming that all the information provided was sourced from the War Room and that all listed incumbents reside within the relevant ward. The Contractor must maintain records of household profiles as part of the portfolio of evidence for selection. Selection shall be based on the minimum education level/skills required and the most needy households, as determined by the household profiling. Preference shall be given for at least one person from each household in the community to be employed before further persons are considered for selection.

The Contractor shall endeavor to ensure that the number of temporary jobs using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project), shall include for a minimum allocation of:

- ✓ 55% women;
- ✓ 55% youth who are between the ages of 16 and 35; and
- ✓ 2% persons with disabilities.

All labour recruitment, employment and associated risks shall remain the sole responsibility of the contractor.

The contractor shall comply with the minimum supervisor to worker ratio stated below, required to ensure the effective supervision of the labour-intensive works for all LI activities undertaken on this project:

Minimum supervisor to worker ratio = 1: 15

PW 1.4 Contract of employment with persons employed under the Expanded Public Works Programme (EPWP)

The Contractor shall enter into a formal contract of employment with each person employed under the Expanded Public Works Programme (EPWP), using the pro forma contract of employment attached at the end of this section: Particular Specifications.

The Contractor shall note that all such formal contracts of employment entered into with persons employed under the Expanded Public Works Programme (EPWP) shall expire on 31 March each year, and the Contractor shall therefore be required to enter into new contracts with such persons as of 1 April each year.

PW 1.5 Employment of targeted labour under the Expanded Public Works Programme (EPWP)

The Contractor shall be contractually obliged to:

- a) brief EPWP workers on the conditions of employment;
- b) enter into a formal contract of employment with each EPWP worker, which contract will form part of the Employment Agreement;
- c) keep personnel files for all EPWP workers and make copies available to the Employer if and when requested; and
- d) ensure that payments to EPWP workers are made in accordance with Government Notice No. R347.

The rate of pay for persons employed under the Expanded Public Works Programme (EPWP) shall be:

R ____170____ per task (for task-rated workers); *(Compiler to insert the rate of pay as agreed with the local community, based on negotiations carried out with the local community in the presence of the Employer during the design phase of the project prior to the invitation of tenders).*

or

R _____ per day (for time-rated workers). *(Compiler to insert the rate of pay as agreed with the local community, based on negotiations carried out with the local community in the presence of the Employer during the design phase of the project prior to the invitation of tenders).*

During those periods when an EPWP worker is engaged in formal classroom training (other than in-service training), the rate of pay shall be equal to the minimum wage rate as set on an annual basis in the Ministerial Determination for the Expanded Public Works Programme. *(Compiler to note that this minimum wage rate applies when an EPWP worker is engaged in formal classroom training).*

Tasks set by the Contractor shall be such that:

- (a) the average EPWP worker completes 5 tasks per week in 40 hours or less; and
- (b) the weakest EPWP worker completes 5 tasks per week in 55 hours or less.

The Contractor shall revise the time taken to complete a task whenever it is established that the time taken per week to complete the tasks set does not fall within the limits indicated in (a) and (b) above.

PW 1.6 Training of persons employed under the Expanded Public Works Programme (EPWP)

The training of persons employed under the Expanded Public Works Programme (EPWP) is described in clause 4 below.

PW 1.7 Contractor's obligations towards persons employed under the Expanded Public Works Programme (EPWP)

Over and above implementing in accordance with Government Notice Nos. 129 and R347 the EPWP work to be undertaken on this contract, it shall be the responsibility of the Contractor to carry out the following functions with respect to the EPWP workers:

- (a) ensure that all participants are covered by the Compensation for Occupational Injuries and Diseases Act, 1993, for as long as they are contracted to the Contractor, and pay in full to the Compensation Commissioner such amounts as are due in terms of the Act;
- (b) pay in full to the Unemployment Insurance Fund for all participants such UIF contribution amounts as are due in terms of the Unemployment Insurance Act, 2001, as amended, and the Unemployment Insurance Contributions Act, 2002, as amended, and provide proof of such UIF payments upon request;
- (c) ensure that all participants are paid their wages on time through the pre-agreed payment method as stipulated in the participant contract of employment;
- (d) implement health and safety procedures with respect to the participants, ensuring that the health and safety regulations are adhered to;
- (e) ensure that all participants receive induction on site safety prior to commencing with work on site;
- (f) provide all participants with the necessary protective clothing and equipment as required by law for the specific tasks in which the participants are involved, in addition to the branded overalls stipulated for EPWP workers;
- (g) provide safe on-site storage facilities for apparel and tools issued to the participants;
- (h) assist in the assessment of participants with regard to their competencies;
- (i) provide overall supervision and day-to-day management of participants; and
- (j) implement strict quality control to ensure that the work carried out by the participants is of the required standard, and, where necessary, to train and mentor the participants to assist them in achieving the standards required.

PW 1.8 Apparel and tools for persons employed under the Expanded Public Works Programme (EPWP)

The Contractor shall provide Personal Protective Equipment (PPE) to all EPWP workers in accordance with the requirements arising from Part E: OHSA 1993 Health and Safety Specification and the Contractor's site-specific health and safety plan and accompanying risk assessments.

Where indicated below, certain items of the PPE issued by the Contractor to the EPWP workers shall include branded EPWP markings in accordance with the attached branding requirements.

PPE shall comprise the following:

- (a) Compulsory PPE issued to all EPWP workers for use during general work activities:
 - Protective overalls (two sets), green in colour, with EPWP branding;
 - Lime green reflective safety vest with EPWP branding;
 - Protective footwear; and
 - Protective gloves.
- (b) PPE issued to EPWP workers for specific activities where required in terms of the Contractor's site-specific health and safety plan and accompanying risk assessments, such as:
 - Protective headwear, green in colour, with EPWP branding;
 - Protective eyewear such as spectacles and goggles;
 - Protective face shields;
 - Protective earplugs and earmuffs;
 - Respiratory masks;
 - Disposable safety apparel;

- Kidney belts;
- Safety harnesses; and
- Any other protective equipment identified.

The Contractor shall replace any item of issued PPE that becomes unserviceable.

The Contractor shall not charge any fee to the EPWP workers for the prescribed PPE issued except under the following circumstances:

- where the employee requests the issue of additional PPE in excess of what is prescribed;
- where the employee has patently abused or neglected the issued PPE leading to early failure; or
- where the employee has lost the issued PPE.

The Contractor shall instruct and train the EPWP workers in the use of all PPE issued, and shall ensure that they use the prescribed equipment.

EPWP workers shall not have the right to refuse to use or wear the equipment prescribed by the Contractor. If it is not possible for an EPWP worker, through health or any other reason, to use or wear the prescribed PPE issued, such employee shall not be allowed to continue working under the hazardous conditions for which the equipment was prescribed. Under such circumstances an alternative solution shall be found, and this may include relocating or discharging the employee.

The Contractor shall provide each EPWP worker with hand tools of adequate quality and of the type required to carry out the assigned tasks safely and efficiently.

The Contractor shall instruct and train the EPWP workers in the safe and efficient use of all hand tools issued.

The Contractor shall maintain the issued tools in a serviceable and safe working condition.

The EPWP workers shall be responsible for the safe on-site storage of all PPE and tools issued to them, using the storage facilities provided on-site by the Contractor.

No separate payment shall be made for providing the EPWP workers with PPE, or for providing relevant items of PPE in the specified colours with branded EPWP markings. Furthermore, no separate payment shall be made for providing the EPWP workers with hand tools or for providing them with safe storage facilities on-site for PPE and tools. The Contractor shall therefore make provision for all costs related to providing the PPE, tools and safe storage facilities in the tendered rates and prices for the various items of work scheduled throughout the schedule of quantities.

PW 1.9 EPWP contract signboard

The Contractor will be required to erect a contract signboard displaying the EPWP logo, indicating that this project is part of the Expanded Public Works Programme (EPWP). All costs related to the provision, erection and subsequent removal of the contract signboard shall be refunded to the Contractor through the pay item provided in section A of the schedule of quantities for this purpose.

PW 1.10 Payment matters relating to the EPWP work

PW 1.10.1 General

No separate pay items shall be provided in terms of the schedule of quantities for the construction work activities carried out by EPWP participants. Payment for such work activities shall be made only indirectly, in terms of the pay items scheduled for the work activities in which such persons are engaged.

Furthermore, no direct payment will be made to cover the Contractor's costs associated with implementing the on-site work programme for the EPWP participants, for planning, organising, directing, controlling and administering their day to day activities, including the setting of daily tasks, record keeping and any on-site liaison, training and mentoring required, and for the associated job creation reporting, and such costs shall therefore be built into the rates tendered for the various items of work scheduled throughout the schedule of quantities.

PW 1.10.2 Payment for labour-intensive components of the work

Payment will be made for items which are designated for labour-intensive construction in the schedule of quantities only in those instances where such items are constructed using labour-intensive methods.

Any unauthorised use of plant to carry out work which was scheduled to be carried out using labour-intensive methods will not be condoned and any Works so constructed will not be certified for payment. Any non-payment for such Works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

During the course of construction, as a result of unforeseen site conditions or operating conditions encountered, it may happen that an item designated for labour-intensive construction can no longer be carried out in a safe and economically feasible manner, either in full or in part, using labour-intensive methods. In such instances, the Employer's Agent shall, where necessary, order a variation in terms of clause 6.3 of the of the General Conditions of Contract 2015 with respect to that portion of the item quantity that cannot be carried out using labour-intensive methods.

PW 1.11 Penalty applicable to any shortfall in the local labour content achieved

The amount spent on wages for local labour (excluding VAT) for this project, as certified by the Employer's Agent, shall equal or exceed the specified minimum percentage of the contract amount which is the Contract Price (adjusted to exclude penalties and value added tax).

The Contractor is obliged to commit to or exceed the specified minimum percentage of local labour content stated by the Employer.

In the event that the Contractor fails to substantiate that any failure to achieve the minimum required local labour content for this project is due to quantitative underruns, the elimination of items contracted to local labour, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable for a financial penalty as prescribed in clause SCC 4.1.1 of the Special Conditions of Contract. The financial penalty shall be calculated as follows:

$$P = 0,05 \times [(E - E_0)/100] \times C_A$$

where:

E is the specified minimum percentage for local labour content

E₀ is the local labour content percentage which the Employer's Agent certifies as being achieved upon completion of the contract

C_A is the contract amount which is the Contract Price (adjusted to exclude penalties and value added tax)

P is the monetary value of penalty payable

The penalty shall not apply to shortfalls in the allocations to the individual target groups (i.e., Women/Youth/Disabled as per clause 1.3 above), only to shortfalls in the total local labour

content achieved.

The evaluation of the Contractor's achievement of the local labour content percentage shall be undertaken monthly by the Employer's Agent, based on the accumulative achievements in comparison to the programmed utilisation of local labour. Failure by the Contractor to achieve the interim target shall result in the Contractor being liable for a financial penalty as prescribed in this clause.

PW 2. NATIONAL YOUTH SERVICE (NYS)

The Employer requires the implementation of National Youth Service (NYS) programmes on this project.

PW 2.1 The National Youth Service (NYS) programme

The National Youth Service (NYS) programme aims to train young people and provide them with practical work experience. The young people will be allocated tasks by the Contractor that will assist the Contractor with the execution of the contract.

PW 2.2 Applicable labour laws

The work to be undertaken on this contract by unskilled or semi-skilled workers under the National Youth Service (NYS) programme shall be implemented in accordance with the same Code of Good Practice and Ministerial Determination as described in clause 1.2 above for work to be undertaken under the Expanded Public Works Programme (EPWP).

PW 2.3 Employer's project manager

The Contractor shall be required to liaise closely with the Employer's project manager who is responsible for the recruitment and training of the NYS workers.

PW 2.4 Persons to be employed under the NYS programme

For purposes of this contract, the Contractor shall be required to employ 6 youths aged between 18 and 35 for a period of 6 months each under the NYS programme.

The Employer's project manager shall provide the Contractor with a list of the 6 youths to be employed and the training that each of these 6 youths have received to date, and only these 6 youths shall be employed by the Contractor under the NYS programme.

The Contractor shall effect the employment in two separate 6-month cycles, with the employment of 3 youths for the first 6-month cycle only, followed by the employment of 3 different youths for the second 6-month cycle only.

PW 2.5 Contract of employment with persons employed under the NYS programme

The Contractor shall enter into a formal contract of employment with each youth employed under the NYS programme, using the pro forma contract of employment attached at the end of this section: Particular Specifications.

PW 2.6 Employment of NYS workers

The Contractor will be contractually obliged to:

- (a) employ all participants on the list provided by the Employer's project manager;
- (b) brief NYS workers on the conditions of employment;
- (c) enter into a formal contract of employment with each NYS worker, which contract will form part of the Employment Agreement;
- (d) keep personnel files for all NYS workers and make copies available to the Employer's

- (e) project manager if and when requested; and ensure that payments to NYS workers are made in accordance with Government Notice No. R347.

During the period when they are engaged in formal classroom training (other than in-service training), the youths employed under the NYS programme shall be paid the minimum wage rate as set by the Department of Labour on an annual basis in the Ministerial Determination for the Expanded Public Works Programme, and should there be an upward adjustment in the rate the Contractor will be compensated accordingly. During the period when they are engaged in productive work activities required for elements of the Works, they shall be paid in terms of the wage rates stated in clause 1.5 above.

PW 2.7 Training of youth workers

All NYS workers will be placed on an extensive training programme that will include:

- (a) an induction into NYS and EPWP;
- (b) life skills training;
- (c) technical training focusing on a vocational skill to be used on the project (e.g. painting or carpentry); and
- (d) entrepreneurship and business skills training.

All training will be arranged by the Employer's project manager, with whom the Contractor will be required to work closely to schedule the training sessions so that the timing of the training is aligned with the Contractor's work schedule and his demand for workers with specific skills. The Employer's project manager will make full details of the training programme available to the Contractor.

The Contractor shall maintain comprehensive records of the training received by each NYS worker throughout the course of the contract and shall submit to the Employer at each monthly site meeting a summary of the accumulated training received by each NYS worker.

The training of the NYS workers shall take place using the same training facility provided for the training of all other EPWP participants (refer to clause 4 below).

PW 2.8 Contractor's obligations towards persons employed under the NYS programme

Over and above implementing in accordance with Government Notice Nos. 129 and R347 the NYS programme work to be undertaken on this contract, it shall be the responsibility of the Contractor to carry out the following functions with respect to the NYS programme workers:

- (a) ensure that all participants are covered by the Compensation for Occupational Injuries and Diseases Act (COIDA), 1993, for as long as they are contracted to the Contractor, and pay in full to the Compensation Commissioner such amounts as are due in terms of the Act;
- (b) pay in full to the Unemployment Insurance Fund for all participants such UIF contribution amounts as are due in terms of the Unemployment Insurance Act, 2001, as amended, and the Unemployment Insurance Contributions Act, 2002, as amended, and provide proof of such UIF payments upon request;
- (c) ensure that all participants are paid their wages on time through the pre-agreed payment method as stipulated in the participant contract;
- (d) implement health and safety procedures with respect to the participants, ensuring that the health and safety regulations are adhered to;
- (e) ensure that all participants receive induction on site safety prior to commencing with work on site;
- (f) provide all participants with the necessary protective clothing and equipment as

- required by law for the specific trades in which the participants are involved, in addition to the branded overalls stipulated for NYS workers;
- (g) provide safe on-site storage facilities for apparel and tools issued to the participants;
- (h) assist in the assessment of participants with regard to their competencies in their respective trades;
- (i) provide overall supervision and day-to-day management of participants; and
- (j) implement strict quality control to ensure that the work carried out by the participants is of the required standard, and, where necessary, to train and mentor the participants to assist them in achieving the standards required.

PW 2.9 Apparel and tools for NYS workers

The content of clause 1.8 above with regard to apparel and tools for EPWP workers shall apply equally to NYS workers, except that:

- (a) apparel and tools to be issued to NYS workers shall be determined in conjunction with the Employer's project manager;
- (b) the required branding of apparel to be issued to NYS workers shall be determined in conjunction with the Employer's project manager, and shall also include the NYS logo;
- (c) additional PPE may be required depending on the NYS worker's specific trade;
- (d) certain specified apparel and tools issued to the NYS workers will become the property of the NYS workers after the completion of their cycle of work on the project, in order to enable them to continue to practise their trade on future projects. Such apparel and tools shall be specified and authorised by the Employer's Agent; and
- (e) separate payment items have been provided in the schedule of quantities to cover all costs associated with the provision of the necessary tools and apparel, including safety apparel, for the NYS workers, and the facilities for the safe storage thereof, all as authorised by the Employer's Agent.

PW 2.10 EPWP-NYS contract signboard

Where work takes place under the National Youth Service (NYS) programme, the NYS logo shall also be displayed on the EPWP contract signboard referred to in clause 1.9 above, indicating that this project is part of both the Expanded Public Works Programme (EPWP) and the NYS programme. All costs related to the provision, erection and subsequent removal of the contract signboard shall be refunded to the Contractor through the pay item provided in section 1300 of the Schedule of Quantities for this purpose.

PW 2.11 Payment matters relating to the NYS work

No direct payment will be made to cover the Contractor's costs associated with implementing the on-site work programme for the NYS workers, for planning, organising, directing, controlling and administering their day to day activities, including the setting of daily tasks, record keeping and any on-site liaison, training and mentoring required, and for the associated job creation reporting, and such costs shall therefore be built into the rates tendered for the various items of work scheduled throughout the schedule of quantities.

PW 3. JOB CREATION REPORTING FOR EPWP

In order to assist the Employer in complying with the goal of creating EPWP job opportunities,

the Contractor must provide the information specified in clause 3.1 below for reporting purposes.

In addition, the Contractor's payment certificates shall be accompanied by the information specified in clause 3.2 below.

PW 3.1 Type of project data required per project

Every EPWP project shall collect and keep specific project data for the purpose of EPWP progress reporting on a monthly basis, using the EPWP Data Collection Tool template (this will be made available to the Contractor in Microsoft Excel format - refer to the pro forma spreadsheets at the end of this section of the Particular Specifications).

The data that is required to be kept, maintained and reported on a monthly basis for each project includes:

PW 3.1.1 Participant (local labour) data

A participant list of the local labour employed must be maintained for every EPWP project. The data required in this participant list is indicated below. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting. The participant list shall contain the following data and shall be kept and maintained on site for audit purposes:

- (a) Participant identity – name, surname, initials, date of birth and identity number (or other unique identifier) plus certified copy of ID book.
- (b) Participant profiles – nationality, gender, age, education level and disability status.
- (c) Work data for participants – daily wage to be received, number of calendar days training attended and number of calendar days worked.
- (d) Records of training – as required in terms of the EPWP Data Collection Tool template.

In addition, the signed contracts of employment between the Contractor and each EPWP participant shall be kept and maintained on site for audit purposes.

PW 3.1.2 Project work data

The project work data generally seeks to confirm the number of people at work daily on the project. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting. The data shall be maintained on site by the Contractor, in order that it can be provided by the Employer to the National Department of Public Works upon request when the latter is undertaking sample auditing. The data shall include:

- (a) Daily attendance register – register for each day showing all the workers that were registered as being at work on that day. Attendance registers shall be completed on site on a daily basis and signed off by the Contractor on a weekly basis.
- (b) Summary of monthly attendance.

PW 3.1.3 Project payment data

The project payment data generally seeks to confirm what was paid, for how much work and to whom. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting.

It is required that the Contractor adopt one of the following methods as standard procedure for

recording and maintaining this information:

- (a) Payment register – this is a list of the workers showing the wages paid to each worker, and signed off by each worker as proof of receipt and acceptance of payment. Information on this register must include the name of the worker, either an identity number or other unique identifier, the number of calendar days that the pay period covers, the wage rate and the total wages paid; or
- (b) Bank records showing the transfers to each worker account, signed off by the Contractor as proof of payment – these bank records must specifically show the name of the worker, either an identity number or other unique identifier, the period which the pay covers and the total wages paid.

The project payment data, as recorded and maintained by the Contractor in terms of either (a) or (b) above, must be available and applicable for the entire period for which the Employer claims an incentive reward for person-days of work created in terms of the project.

PW 3.1.4 Employment output data

The Contractor shall submit to the Employer at each monthly site meeting a progress report detailing production output compared to the programme of works, together with the data necessary to enable the Employer to calculate the following employment output data in accordance with the EPWP Data Collection Tool template:

- (a) Number of work opportunities created (where one work opportunity = paid work created for one individual on an EPWP project, for any period of time).
- (b) Number of person-days of work created (where one person-day = one day of work carried out by one individual). The total number of person-days of work created on a particular EPWP project shall be obtained by summing the total number of person-days worked by each individual employed during the course of that EPWP project.
- (c) Number of Full Time Equivalents (FTE) created (= total number of person-days of work created on the EPWP project divided by 230 working days). In terms of EPWP policy, one year of work created for one individual is assumed to comprise a total of 230 days of paid work carried out by that individual.
- (d) Average duration of work opportunities created (= total number of person-days of work created on the EPWP project divided by the number of work opportunities created on that EPWP project).
- (e) Average daily wage rates paid (= accumulated total of the wages paid to all individuals employed on an EPWP project divided by the total number of person-days of work created on that EPWP project).
- (f) Training information.

PW 3.2 Project data to be submitted with the Contractor's payment certificates

The Contractor's payment certificates shall be accompanied by labour returns providing the labour information for the corresponding period in a format specified by the Employer.

Should the Contractor choose to delay submitting payment certificates, the labour returns shall nevertheless still be submitted as per the frequency and timeframes stipulated by the Employer. The Contractor's payment certificates shall not be paid by the Employer until all pending labour information has been submitted.

The following information shall be maintained on site and submitted with each payment certificate in the format specified by the Employer:

- Copies of the signed contracts between the Contractor and any new EPWP participants (the Contractor shall note that all such formal contracts of employment entered into with persons employed under the Expanded Public Works Programme (EPWP) shall expire on 31 March each year, and the Contractor shall therefore be required to enter into new contracts with such persons as of 01 April each year, and shall be required to submit copies of all such new contracts with the first payment certificate thereafter);
 - i. Certified ID copies of all local labour employed as EPWP participants;
 - ii. Attendance registers for the EPWP participants;
 - iii. Proof of payment of EPWP participants; and
 - iv. Information as required in terms of the EPWP Data Collection Tool template.

PW 4. PROVISION OF STRUCTURED TRAINING

PW 4.1 Scope of structured training

In order to avoid duplication of training programmes and training facilities, all structured training, shall be implemented, measured and paid for in accordance with the requirements of this section: Requirements of the Expanded Public Works Programme (EPWP).

The Employer's objectives include the training of local labour and Targeted Enterprises within a structured programme, in order to equip them with skills that will assist them in gaining future employment, and to facilitate targeted EPWP participants in gaining competencies and unit standard credits towards future full learnership qualifications.

Such training shall contain both theoretical and practical components and shall be conducted in accordance with the various laws and regulations contained in the South African Qualifications Authority (SAQA) statutes.

The following aspects of the structured training to be provided are noted:

- The Employer has no service agreement or memorandum of understanding with any Education and Training Quality Assurance (ETQA) body, and therefore does not function as the employer as defined under any three-party learnership agreement between the learner, the training provider and the employer.
- The structured training programmes implemented on this contract, although comprising several unit standards, are unlikely to total to sufficient credits for a full learnership qualification. Nevertheless, the competencies and credits achieved should contribute to a full learnership through the later acquisition by the learner of the remaining unit standards required for the full learnership.

The Contractor shall be required to provide a training facility on the Site, or in close proximity thereto, and to provide over the duration of the contract the following structured training for EPWP participants:

- (a) Generic skills training;
- (b) Entrepreneurial skills training;
- (c) Construction skills training; and
- (d) In-service training.

Generic skills training and in-service training shall be provided to all EPWP participants.

Entrepreneurial and construction skills training shall be provided to targeted EPWP participants only.

Entrepreneurial skills training comprises both management skills training and business development skills training.

Construction skills training comprises specific on-task skills training.

PW 4.2 Training provider and trainers

The Contractor shall be required to procure the services of a training provider accredited by the Construction Education and Training Authority (CETA).

The training provider shall have in its employ trainers who are registered as assessors with the Construction Education and Training Authority (CETA), and who shall deliver the training.

Proof of the accreditation of the service provider and the registration of the trainers by the CETA shall be submitted to the Employer's Agent. Such accreditation and registration shall be current and valid, and the proof submitted shall include the NQF levels and unit standards for which each trainer is accredited.

PW 4.3 Skills analysis and selection of targeted EPWP participants

Studying for any learnership requires minimum literacy and numeracy competencies as defined by SAQA. The actual literacy and numeracy levels of the persons employed on the Site shall provide a basis to guide the Contractor and the training provider on how to conduct the selection process.

The Contractor shall therefore conduct a skills analysis of the local labour and Targeted Enterprises employed, in order to determine the formal education qualifications of each employee.

The Contractor, in conjunction with the training provider, shall then identify those persons that display the potential to benefit from such structured entrepreneurial and construction skills training as may be provided for in the contract and shall make recommendations in this regard to the Employer's Agent.

The final candidates selected for such training shall be decided between the Contractor and the Employer's Agent (or by the Project Management Team (PMT) in the case of training for Targeted Enterprises in terms of Part G: Small Contractor Development, where applicable).

PW 4.4 Structured training programmes

The Contractor, supported by the training provider, shall plan then implement structured training programmes for generic, entrepreneurial, and construction skills training.

Training courses shall commence within four months of the Contractor taking possession of the Site, and shall be completed before the Due Completion Date.

All training shall take place within normal working hours, or as otherwise agreed with the learners.

The training provider shall design, compile and deliver the structured training programmes, based on the information obtained from the skills analysis.

The structured training programmes designed by the training provider for the generic skills training shall comprise relevant general courses such as basic hygiene and HIV/AIDS awareness, first aid, road safety, managing personal finance, and other courses that would be useful to workers in the road construction industry or as life skills generally.

The structured training programmes designed by the training provider for the entrepreneurial skills training shall comprise unit standards that contribute towards one or more of the following full learnership qualifications, as appropriate taking into consideration the skills analysis information for the selected candidates (details of the learnership qualifications and the applicable unit standards may be found on the website www.saqqa.org.za):

ENTREPRENEURIAL SKILLS TRAINING				
Qualification title	SAQA qualification ID	NQF level	Minimum credits	Purpose of qualification
National Certificate: Supervision of Construction Processes	49053	Level 4	176	Learners found competent against this qualification will be able to execute the supervision of construction processes, with specialisation in a specific context

The structured training programmes designed by the training provider for the construction skills training shall comprise unit standards that contribute towards one or more of the following full learnership qualifications, as appropriate taking into consideration the skills analysis information for the selected candidates (details of the learnership qualifications and the applicable unit standards may be found on the website www.saqqa.org.za):

CONSTRUCTION SKILLS TRAINING				
Qualification title	SAQA qualification ID	NQF level	Minimum credits	Purpose of qualification
National Certificate: Supervision of Construction Processes	49053	Level 4	176	Learners found competent against this qualification will be able to execute the supervision of construction processes, with specialisation in a specific context
National Certificate: Construction: Roadworks	24173	Level 3	155	This qualification is for persons who work or intend to work within a construction context on a site, and who seek recognition for essential skills in construction operations in roadworks.
National Certificate: Construction: Roadworks	24133	Level 2	120	This qualification is for persons who work or intend to work within a construction context on a site, and who seek recognition for essential skills in construction operations in roadworks.
National Certificate: Occupational Health, Safety and Environment	74269	Level 2	120	This qualification is to equip learners working in any type of workplace with a broad understanding and knowledge of Occupational Health, Safety, and Environmental (HSE) concepts and practices with sufficient detail to enable them to function in a safe and healthy way and to deal with health and safety problems and issues.

The Contractor's proposed training programmes shall be subject to the approval of the Employer's Agent, and the Contractor shall if so instructed by the Employer's Agent, alter or

amend the programmes and the course content to meet any additional needs identified.

The Contractor shall be responsible for everything necessary for the delivery of the training programmes, including:

- (a) the provision of the trainers;
- (b) the provision of a suitable secure venue complete with adequate furniture, lighting, air conditioning, power, and ablution facilities;
- (c) the provision of all necessary stationery, consumables, and study materials;
- (d) the transportation of the learners to and from the training facility;
- (e) the payment of wages to all learners during the classroom training at a rate equal to the minimum wage rate as set on an annual basis in the Ministerial Determination for the Expanded Public Works Programme;
- (f) the provision of any relevant Personal Protective Equipment (PPE) required for the training; and
- (g) additional supervision of the learners during the practical learning stage of the training carried out by constructing relevant elements of the Works (wages for the learners during this stage of the training will be paid through the rates tendered for the relevant scheduled work items for those elements).

At the successful completion of each course, the Contractor's training provider shall, as proof of attendance and completion, issue each learner with a certificate indicating the course content.

The training provider shall also ensure that each unit standard contributing towards a full learnership qualification and successfully completed by the learner is entered into the national database.

The Contractor shall keep comprehensive records of the training given to each learner and the certificates issued and shall provide copies of such records to the Employer's Agent when required.

The Contractor shall also complete and submit to the Employer's Agent each month, in a format acceptable to the Employer (using the EPWP Data Collection Tool template), a return detailing the training provided, both for the month and cumulatively for the contract.

PW 4.5

In-service training

The Contractor shall, from the commencement of the contract, implement an in-service training programme in which the various skills required for the execution and completion of the Works are imparted to the EPWP participants engaged thereon.

Throughout the duration of the contract, the EPWP participants shall be trained progressively through the various stages of each particular type of work in which they are engaged, and their work shall be supervised and monitored and their methods corrected where necessary.

The in-service training programme shall be submitted with the initial Works programme. The Contractor shall record the progress in relation to this programme on a monthly basis, and this progress report shall be incorporated in the monthly site meeting minutes and the payment certificate.

The Contractor shall provide sufficient skilled and competent trainers to train all EPWP participants engaged in the contract in the various skills required to enable them to carry out the required construction activities.

The in-service training of EPWP participants shall take place before commencement of the relevant construction activity, and the Contractor shall take into account in his programme the lead time required for such training. All in-service training shall be deemed to be an element of the relevant construction activity.

All formal in-service training shall be documented in terms of the EPWP Data Collection Tool template, and shall be accompanied by an attendance register of the EPWP participants on the applicable days.

All EPWP participants shall be remunerated at their agreed wage rate in respect of the time spent undergoing in-service training. The cost of the Contractor's in-service training obligations shall be deemed to be covered by the sums and rates tendered for items B13.01(a), (b), and (c) in the schedule of quantities.

On termination of their employment, the Contractor shall provide each EPWP participant engaged in the contract with a certificate of service on which the following information shall be recorded:

- the name of the Contractor;
- the name of the project/contract;
- the name of the employee;
- the nature of the work satisfactorily executed by the EPWP participant and the time spent thereon;
- the nature and extent of training provided to the EPWP participant; and
- the dates of service.

PW 4.6 Training venue facility

The training venue facility to be provided by the Contractor shall be constructed, furnished, and fully serviced for the duration of the contract in accordance with section 1400 of the COLTO standard specifications.

In order to minimise the cost of transporting the learners for training, the facility shall be located in secure premises on the Site, or in close proximity thereto.

This facility shall be used to deliver all training.

The facility shall accommodate a class of up to 25 learners and shall comprise the following:

(a)	Lecture room (interior area)	=	48 m ²
(b)	Ablutions (male)	=	6 m ²
(c)	Ablutions (female)	=	6 m ²
(d)	Chairs for learners (individual chairs, with backs)	=	25 off
(e)	Desk area for 25 learners (500 mm width)	=	12,5 m ²
(f)	Chairs for trainers and management (individual chairs, with backs)	=	5 off

(g)	Table area for trainers and management	=	3 m ²
(h)	220/250 volt power points	=	6 off
(i)	Double 80 watt fluorescent light fittings complete with ballast and tubes	=	6 off
(j)	Single incandescent light fittings complete with 100 watt globes	=	4 off
(k)	Wash hand basins complete with taps and drains	=	4 off
(L)	Fire extinguishers, 9,0 kg, all-purpose dry powder type, complete, mounted on wall with brackets	=	2 off
(m)	Air conditioning units with 2,2 kW minimum capacity, mounted and with own power connection	=	4 off
(n)	Voltage stabilizers	=	2 off
(o)	Floodlights complete with poles and 500 Watt minimum globes and controlled by photocells	=	2 off
(p)	Whiteboards (3 m x 1,5 m)	=	1 off
(q)	Venetian blinds	=	12 m2

PS 4.7 MEASUREMENT AND PAYMENT

Item	Description	Unit
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- 1.5.3 **Provision of the training venue facility, including the cost of transporting the learners to and from this facility** lump sum (Sum)

The tendered lump sum for subitem 1.5.3 shall include full compensation for the provision of the training venue facility complete and serviced as specified, including for the provision of power, water, sewerage, and cleaning services for the duration of the contract, for lighting, power points and voltage stabilizers, for air conditioning, blinds, fire extinguishers, floodlights, furniture and whiteboards, for the provision of security at the facility, for all other costs necessary to maintain the facility for the duration of the contract, and for the removal of the facility on completion of the contract.

The tendered lump sum shall also include full compensation for transporting the learners on each day of training from their place of work to this training venue facility, and back again after the training for the day has been delivered by the accredited trainers.

Payment of the lump sum shall be made in three instalments as follows:

The first instalment, 50% of the lump sum, shall be paid after the Contractor has met all his obligations regarding the provision of the training venue facility, complete and serviced as specified, and the facility has been successfully commissioned for use.

The second instalment, 35% of the lump sum, shall be paid when 75% of the training courses proposed in accordance with the Contractor's approved structured training programme have been delivered to the learners by the accredited trainers.

The third and final instalment, 15% of the lump sum, shall be paid when all training has been concluded and the facility has been dismantled and removed from the site.

1.5.4	Training of learners employed by the main contractor or by the Targeted Enterprise subcontractors:	
(a)	Generic skills:	
(i)	Training costs	(Prov sum)
(ii)	Handling costs and profit in respect of subitem 1.5.4(a)(i) above	percentage (%)
(b)	Entrepreneurial skills:	
(i)	Training costs	(Prov sum)
(ii)	Handling costs and profit in respect of subitem 1.5.4(b)(i) above	percentage (%)
(c)	Construction skills: Accredited Construction Skills	
(i)	Training costs	(Prov sum)

(ii)	Handling costs and profit in respect of subitem 1.5.4(c)(i) above	percentage (%)
(d)	Transportation and accommodation costs of selected learners only, while receiving off-site training:	
(i)	Transportation and accommodation costs	(Prov sum)
(ii)	Handling costs and profit in respect of subitem 1.5.4(d)(i) above	percentage (%)

Expenditure under subitems 1.5.4(a)(i), (b)(i), (c)(i), and (d)(i) shall be in accordance with clause 6.6 of the General Conditions of Contract 2015.

The provisional sum for each of subitems 1.5.4(a)(i), (b)(i) and (c)(i) is provided to cover the total costs of the required training in generic, entrepreneurial, and construction skills respectively, including for the procurement of the services of the accredited trainers and their delivery of the training courses to the learners, the provision of all training materials including all stationery and study materials, the wages of the learners for the duration of the courses including the associated COIDA and UIF payments, and the provision of any tools and PPE that may be required during those courses incorporating practical training modules. The payment of wages to learners in terms of subitems 1.5.4(a)(i), (b)(i), and (c)(i) will only be made to those learners who attend and successfully complete each course of the approved training programme. Payment shall not be made to learners who, once selected, do not attend or only partially complete structured training courses.

The tendered percentage for each of subitems 1.5.4(a)(ii), (b)(ii) and (c)(ii) is the percentage of the amount actually spent under each of subitems 1.5.4(a)(i), (b)(i) and (c)(i) respectively, and shall include full compensation for the handling costs of the Contractor and the profit in connection with the provision of the training in generic, entrepreneurial and construction skills respectively, including for the costs of record keeping and reporting with respect to the training received by each learner.

The provisional sum for subitem 1.5.4(d)(i) is provided to cover all costs related to the transportation and accommodation costs of selected learners only, while receiving off-site training, where such learners have been specifically selected to receive such off-site training and where such training cannot be delivered using the training venue facility provided by the Contractor in terms of subitem 1.5.3.

The tendered percentage for subitem 1.5.4(d)(ii) is the percentage of the amount actually spent under subitem 1.5.4(d)(i), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the transportation and accommodation costs of selected learners only, while receiving off-site training.

Item	Description	Unit
1.6.1	Payments associated with the NYS programme only:	
(a)	Employment of NYS workers	(Prov sum)
(b)	Provision of tools and apparel for the NYS workers	(Prov sum)
(c)	Handling costs and profit in respect of subitems 1.6.1(a) and (b) above	Percentage (%)
(d)	Training of NYS workers:	
(i)	Provision of training for the NYS workers	(Prov sum)
(ii)	Handling costs and profit in respect of subitem 1.6.1(d)(i) above	percentage (%)
(iii)	Liaison conducted by the Construction Manager	hour (h)
(iv)	Liaison conducted by the senior site foreman	hour (h)

The provisional sums provided under subitems 1.6.1(a) and (b) shall be expended in accordance with clause 6.6 of the General Conditions of Contract 2015.

The provisional sum under subitem 1.6.1(a) shall be used to cover the cost of employment payments made by the Contractor to the NYS workers, including the associated COIDA and UIF payments, all as authorised by the Employer's Agent.

The provisional sum under subitem 1.6.1(b) shall be used to cover all costs associated with the provision of the necessary tools and apparel, including safety apparel, for the NYS workers, and the facilities for the safe storage thereof, all as authorised by the Employer's Agent.

The tendered percentage under subitem 1.6.1(c) is a percentage of the total amount of expenditure approved by the Employer's Agent under the provisional sum subitems 1.6.1(a) and (b), and shall include full compensation for attendance by the Contractor, for the handling costs of the Contractor, and for the profit in connection with payments made by the Contractor with respect to the NYS programme implementation.

The provisional sum provided under subitem 1.6.1(d)(i) shall be expended in accordance with clause 6.6 of the General Conditions of Contract 2015.

The provisional sum under subitem 1.6.1(d)(i) shall be used to cover all costs associated with the provision of training for the NYS workers, including the cost of procuring the services of the accredited trainers and their delivery of the training courses to the NYS workers, and the provision of all training materials including all stationery and study materials.

The tendered percentage under subitem 1.6.1(d)(ii) is a percentage of the total amount of expenditure approved by the Employer's Agent under the provisional sum subitem 1.6.1(d)(i), and shall include full compensation for attendance by the Contractor, for the handling costs of the Contractor, and for the profit in connection with payments made by the Contractor with respect to the provision of training for the NYS workers, including for the costs of record keeping and reporting with respect to the training received by each NYS worker.

The unit of measurement for subitems 1.6.1 (iii) and (iv) shall be the hour. The tendered rates shall include full compensation for all costs related to the Construction Manager and the senior site foreman respectively for time spent at formal liaison meetings authorised and convened by the Employer's Agent for the specific purpose of liaising with the Employer's project manager and / or the training service provider. The payment shall be made only for the time spent in the formal meeting itself. No payment shall be made for time spent during any other on-site liaison, telephonic liaison, e-mail, or written correspondence liaison between these parties, or for liaison conducted with the Employer's project manager and / or the training service provider by any other member of the Contractor's site staff or head office personnel, the cost of all of which shall be deemed to be included in the Contractor's time-related obligations under subitem B13.01(c).

Project Signboard Sample

PRO FORMA EPWP CONTRACT OF EMPLOYMENT

Contractor's
Logo



EXPANDED PUBLIC WORKS PROGRAMME

This contract must be read in conjunction with the standard terms and conditions of employment on EPWP attached herein.

EPWP CONTRACT OF EMPLOYMENT between

Employer Details

Name	Click or tap here to enter text.	Address	Click or tap here to enter text.
Telephone	Click or tap here to enter text.		
Email	Click or tap here to enter text.		
Contact	Click or tap here to enter text.		

And

Employee Details

Name	Click or tap here to enter text.	Surname	Click or tap here to enter text.
ID:	Click or tap here to enter text.	Cell	Click or tap here to enter text.
Sex (M/F)	Male ☐ Female ☐	Disability	Yes ☐ No ☐
Primary Language	Click or tap here to enter text.	Physical Address	Click or tap here to enter text.
Other Languages	Click or tap here to enter text.	Local Municipality	Click or tap here to enter text.
Highest Education Level Achieved	Click or tap here to enter text.	Ward	Click or tap here to enter text.
Other qualifications	Click or tap here to enter text.	Grant type:	
Grant Received (Y/N)	Yes ☐ No ☐		

Employment Details

Name of project:	Click or tap here to enter text.		
Job Title:	Click or tap here to enter text.		
Duties:	Click or tap here to enter text.		
Contract Start Date	Click or tap here to enter text.	Contract Finish Date	Click or tap here to enter text.
The wage per task/day is:	R Click or tap here to enter text. / Hour/Day/task (Specifier to select correct rate)		

Special Conditions

You must be aware that this employment contract is a limited term contract and not a permanent job. This employment contract may be terminated for any one of the following reasons: a) The contractor does not get additional contracts from the EPWP. b) Funding for the programme in your area comes to an end. c) Underperformance: first offence – final written warning. Second offence – dismissal.	Payment a) You will be paid a fixed amount stipulated above for completing a fixed amount of work. b) The amount of work required for the agreed rate of pay will vary from task to task. You will be informed at the beginning of each task or group of tasks how much work you are expected to complete per day. c) You will only be paid for work completed. d) Payment during classroom training shall be R /day
Personal Protective Clothing will be supplied to the employee by the employer depending on the work to be performed, and will remain the property of the employee provided that the employee has worked for at least 3 months.	

Acceptance

Employer Name:	Employer Signature:	Employee Name:	Employee Signature:
Witness 1 Name:	Witness 1 Signature:	Witness 2 Name:	Witness 2 Signature:

EPWP DATA COLLECTION TOOL TEMPLATE

(PRO FORMAS OF MICROSOFT EXCEL SPREADSHEETS)

EPWP REGISTRATION FORM		
Field requested	Description if needed	Please complete the sections in white
Project Details		
Profile ID	<i>Generated by the system</i>	
Project Name	<i>The name of the project</i>	
Project Reference Number	<i>Contract number</i>	
Project description	<i>Full description of what is happening in the project (as per the appointment letter) and the community benefiting from the project</i>	
Duration		
Project Start Date	<i>Planned Start date of the particular contract</i>	
Project End Date	<i>Planned End date of the particular contract</i>	
Estimated Budget	<i>Overall Contract budget (excluding professional fees) for Current Financial Year</i>	
Project Location		
Province	<i>In which province is the project implemented?</i>	
District Municipality	<i>Under which District Municipality does this project falls?</i>	
Local Municipality	<i>Under which Local Municipality does this project falls?</i>	
Latitude (in decimal format)	<i>Is generated by the system</i>	
Longitude (in decimal format)	<i>Is generated by the system</i>	
Project Location per site		
Locality name	<i>Where exactly is the project implemented? (Ward name)</i>	
Subplace	<i>Town / Village</i>	

Ward	<i>The project site is located in which ward?</i>	
Government facility	<i>Landmark near the project (Post office/school/clinic/library)</i>	
Spatial Data Type	<i>Geopoint (structure)/ Line (road)/ Polygon(area)</i>	
Site physical address	<i>Physical address of the site office</i>	
Public Body Details		
Public body sphere	<i>In which sphere is the project implemented? (National, Provincial or Municipal)</i>	
Reporting public body that is the project owner (and will report on the project)	<i>Which Institution or Department that owns / approved this project (Education, Health, City of Tshwane Metro etc.)</i>	
Department in the Public body that is responsible for the project	<i>Which department /unit is responsible for this project? (e.g. Roads & storm water, Education, Community safety, etc.)</i>	
Implementing public body type	<i>In which sphere is this project implemented? (Metro,Distr,Mun, National or Provincial Dept.)</i>	
Public body that will implement the project	<i>Which institution that implements the project?</i>	
Project Implementation		

Is this the project on the municipal IDP	Yes / No	
IDP reference number allocated to the project	<i>The number reflected in your Municipal IDP document</i>	
EPWP Details		
EPWP Sector	<i>The project is implemented in which sector? (Infrastructure, Environment & Culture, Non-state or Social)</i>	
EPWP Programme	<i>The project is implemented under which programme?</i>	
EPWP Sub Programme	<i>The project is implemented under which sub-programme?</i>	
EPWP BUSINESS FORM		
Field requested	<i>Description if needed</i>	Please complete the sections in white
Project Details		
Profile ID	<i>Generated by the system</i>	
Project Name	<i>The name of the project</i>	
Project Reference	<i>Contract number</i>	

Number		
Project description	<i>Full description of what is happening in the project (as per the appointment letter) and the community benefiting from the project</i>	
Duration		
Project Start Date		
Project End Date		
Estimated Budget	<i>Project Budget</i>	
Project Location		
Province		KZN
District Municipality	<i>Under which District Municipality does this projects falls</i>	
Local Municipality	<i>Under which Local Municipality does this projects falls</i>	
Latitude (in decimal format)	<i>GPS coordinates</i>	
Longitude (in decimal format)		
Public Body Details		
Public body sphere	<i>Such as Municipal or Provincial</i>	Municipal
Reporting public body that is the project owner (and will report on the project)	<i>Which Department approved the project in (education, Health, etc.)</i>	Msunduzi
Department / Unit in the Public body that is responsible for the project	<i>Which Department budgeted for the project e.g. Education, Health Directorate</i>	Msunduzi
Implementing public body type	<i>Example (Local Municipality, Distr. Mun or Provincial Dept.</i>	Municipal
Public body that will implement the project	<i>Infrastructure, Environment, or Social</i>	Msunduzi
Is this project on the Municipal	<i>Municipal projects</i>	N/A

IDP		
IDP reference number allocated to the project		N/A
EPWP Details		
EPWP Sector	<i>The project is implemented in which sector? (Infrastructure, Environment & Culture, Non-state or Social)</i>	Infrastructure
EPWP programme	<i>The project is implemented under which programme?</i>	
EPWP Sub Programme	<i>The project is implemented under which sub-programme?</i>	
Budget Amount-(Allocations for the project duration)		
Funding Body	<i>Which Dept. is funding the project</i>	Msunduzi LM
Funding Year	<i>Financial year/s for the project</i>	
Total Budget Amount	<i>(Exclude Professional Fees)</i>	
Incentive Grant (e.g. Landcare / EPWP grant)	<i>Grant funding received</i>	
Total wages paid for the duration of the projects	<i>What amount will be spent on wages during the duration of the project</i>	
Wage Rate	<i>Daily Wage rate to be paid during productive work</i>	
Stipend Rate	<i>Daily wage rate to be paid during training</i>	
UIF	<i>The amount being paid to UIF (if applicable)</i>	
COIDA	<i>The amount being paid to COIDA(if applicable)</i>	
Training	<i>What amount will be spent on training</i>	
Administration	<i>The Administration costs</i>	
Equipment and materials	<i>Budget for Materials and Equipment</i>	
Other	<i>If other where chosen describe the other Such as Professional fees)</i>	

Describe other		
Project Outputs and Training		
Planned Primary Output	<i>eg walkways, gabions, kerb * channel, km of road constructed</i>	
Description of Planned Primary Output	<i>Describe the project output (end product and not the milestone) (e.g. kms of tar road constructed) Start with the unit of measure such as number of, kms, ha, sqms, etc</i>	
Unit of measure of primary output	<i>Eg. m, m², m³, km, no, ha etc</i>	
Planned primary output quantity	<i>Specify the quantity of output planned</i>	
Number of persons to be trained	<i>How many persons are targeted for on job training</i>	

Contact person																									
Title		The person responsible for the Project in the Public Body (Project Manager)																							
Initials																									
First Name																									
Surname																									
Email																									
Tel (Office)																									
Fax Number																									
Cell Number																									
Physical Address 1																									
Physical Address 2																									
Physical Address 3																									
Physical Address 4																									
Postal Address 1																									
Postal Address 2																									
Postal Address 3																									
Postal Address 4																									
Position of person																									
Participant's personal details														Grants	Experience/Literacy	Location Details	Nation - Grant ability	Household Details		Quality Check					
o	N	First Name as ID	Initials	Surname	ID number	Disability (Y/N)	Education	Start Date	End Date	Language ID	Address	Cell Number	Government Grant (Y/N) and Other	Other	District	Local	Nationality	Number of	Number of Dependents in Household	Number of Children	Picture Clear	Text clear	Certification within 2 months	Clear	Commissioner

EPWP Monthly Progress Form													
Field requested	Description if needed										Please complete the sections in white		
Project Details													
Profile ID	<i>full description of what is happening in the project (as per the appointment letter) and the community benefiting from the project</i>												
Project Name	<i>The name of the project</i>												
Project Reference Number	<i>Contract number</i>												
Project description	<i>Full description of what is happening in the project (as per the appointment letter) and the community benefiting from the project</i>												
Month													
Reporting Month											April		
Budget Expenditure													
Cumulative Expenditure Amount	<i>What is the Overall amount spend on this project?</i>												
Current Expenditure Amount	<i>What is the amount spend including all grants for this month?</i>												
Wages	<i>How much paid on wages for this month only?</i>												
UIF	<i>How much paid on UIF for this month only?</i>												
COIDA	<i>How much paid on COIDA for this month only?</i>												
Stipends for training	<i>Amount paid to participants whilst on training (this month only)</i>												
Amount spent on service providers for training	<i>How much paid to service providers for training for this month only?</i>												
Training	<i>Total Cost of training for this month? (number captured on ERS)</i>												
Administration	<i>How much paid on administration for this month only?</i>												
Equipment and materials	<i>How much paid on equipment and materials for this month only?</i>												
Other	<i>How much paid on other?</i>												
Describe other	<i>Be specific e.g. Consulting fees, Transport etc.</i>												
Project output description	<i>Describe the project output (end product and not the milestone) (e.g. kms of tar road constructed) Start with the unit of measure such as number of, kms, ha, sqms, etc</i>												
Unit of measure of primary output	<i>E.g. m, m², m³, km, no, ha etc</i>												
Cumulative primary output achieved	<i>Since the onset of the project</i>												
Quantity Achieved	<i>enter numeric output for this month only</i>												
Percentage achieved	<i>How much work done/achieved in percentages?</i>												
EPWP Branding													
Branding compliant	Yes / No												
Date that the branding was provided	<i>When was the project branded?</i>												
Has a photo of project branding been provided?	Yes / No												
First name of Official Who Branded Project	<i>Official Name</i>												

Surname of Official Who Branded Project	<i>Official Surname</i>	
Phone number of official who erected branding for the project	<i>Official contact number</i>	
Give the public body reference and name, and organisational details of the person that provided branding.	<i>Public body details (reference & name)</i>	

C3.3 PARTICULAR SPECIFICATIONS

THE CLIENT'S PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

PE 1 INTRODUCTION

PE 1.1 Purpose and Scope

This document describes the procedure upon which the COMPANY shall comply with the requirements set out in the client's Health and Safety Specification. This document defines the Management System that is implemented by the COMPANY for the management of Health and Safety on the project, which includes ensuring subcontractor compliance with the same standards.

The aim of this document is to present the safety aspects that will be controlled and managed on the project.

PE 2 REFERENCE DOCUMENTS

- Occupational Health and Safety Act, (Act No. 85 of 1993)

- Compensation for Occupational Injury and Diseases Act.
- Client Health and Safety Specification.
- Construction Regulations 2003.
- The Construction Kit. (CD)

PE 3

DEFINITIONS

The following definitions will apply to the Safety Management Plan, acronyms given hereunder shall apply:

Construction/Building Work (as defined by the Occupational Health and Safety Act: Construction Regulations 2003):

This means any work in connection with –

- a) The erection, maintenance, alteration, renovation, repair, demolition, or dismantling of or an addition to a building or any similar structure;
- b) The installation, erection, dismantling, or maintenance of a fixed plant where such work includes the risk of a person falling;
- c) The construction, maintenance, demolition, or dismantling of any bridge, dam, canal, road, railway, runway, sewer, or water reticulation system or any similar civil engineering structure; or
- d) The moving of earth, clearing of land, or making of an excavation or work on any similar type of work.

Hazard Identification and Risk Assessment and Risk Control (HRA)

Means a documented plan, which identifies hazards, assesses the risks, and detailing the control measures and safe working procedures, which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

Site

Means the area in the possession of the Contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the Contractor, and approved for such use by the Engineer and/or client.

The Act

Means, unless the context indicates otherwise, the Occupational Health and Safety Act, 1993 (ACT NO. 85 of 1993) and Regulations promulgated there under. (OHSA)

Hazard Means a source of or exposure to danger (source which may cause injury or damage to persons, or property).

Risk

Means the probability or likelihood that a hazard can result in injury or damage.

Contractor's Responsible Person / s

Means any person appointed in writing by the Contractor to supervise construction or building

work. The appointment shall be as required by the OHSA which shall stipulate health and safety responsibilities, area of responsibility, and the proposed duration of the project.

Hazardous Chemical Substance (HCS)

Means any toxic, harmful, corrosive, irritant, or asphyxiant substance, or a mixture or substances for which an occupational exposure limit is prescribed, or an occupational exposure limit is not prescribed, but which creates a hazard to health.

Construction Plant (TEM)

Encompasses all types of plant including but not limiting to, cranes, piling frames, boring machines, excavators, dewatering equipment, and road vehicles with or without lifting equipment.

Contractor

Means “subcontractor”.

Health and Safety Program

Encompasses the COMPANY safety planning spreadsheet.

Health and Safety Plan (HSP)

The content of this document which will be made available on-site for inspection by an inspector, Technical Officer, Agent, subcontractor, employee, registered employee organisation, health and safety representative, or member of the health and safety committee.

Health and Safety File

Describes the safety file holding all records on health and safety for the project, which shall be available at all, times for evaluation, and a copy of which will be forwarded to the client upon completion of the project.

PE 4 RESPONSIBILITIES

PE 4.1 Notification of Intention to Commence Construction Work

The Provincial Director of the Department of Labour shall be notified by the appointed safety consultant to the COMPANY, immediately upon receipt of the Letter of Acceptance of project commencement in accordance with the following requirements:

- The demolition of a structure exceeding a height of 3 meters; or
- The use of explosives to perform construction work; or
- The dismantling of fixed plant at a height greater than 3 meters; or
- The work exceeds 30 days or will involve more than 300 person days of construction work; and
- Includes excavation work deeper than 1 meter; or
- Includes working at a height greater than 3 meters above ground or a landing.

A copy of the notification letter to the Provincial Director shall be forwarded to client for their records and shall be made available to an Inspector, Project Engineer or employee.

- PE 4.2 Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site
- The Contracts Manager and Site Agent shall ensure copies of all the appointment letters of the responsible persons appointed on site will be made available to the client and that all legal appointments shall be conducted in accordance with the requirements set out in the OHSA and Client specifications.
- The above shall also be imposed upon all subcontractors.
- PE 4.3 Safety Officer Appointment
- A part-time Health and Safety consultant shall be appointed upon commencement of the project.
- The safety officers shall be tasked with monthly inspections of the site, the results of which shall be forwarded to the client or his appointed representative.
- PE 4.4 Risk Assessment Competent Person
- The Project Manager shall appoint a competent person in writing at commencement of the project to control the risk assessment process on site. A copy of the risk assessment appointment is attached with duties and responsibilities defined. **(Annexure E)**
- PE 4.5 Competency for Contractor's Responsible Persons
- The Project Manager acknowledges that all management personnel (responsible for health and safety) shall undergo a half-day Health and Safety Management Course, which is to be arranged and conducted by the appointed safety consultant prior to commencement of activities on site.
- PE 4.6 Health and Safety Representatives
- At least one (1) Health and Safety Representative shall be nominated, elected, and trained to carry out his / her functions in his / her area of responsibility. This will include areas where less than fifty (50) employees are engaged in activity. Employees elected shall be designated in writing for a specific area and period of time.
- The designated persons shall conduct monthly inspections within their area of responsibility, the records shall be kept for auditing and that deviations recorded are reported to the responsible supervisor within the designated persons area so that appropriate action can be taken.
- The designated person/s shall be permitted to participate in the Health and Safety Committee Meetings.
- PE 5 OBJECTIVES AND TARGETS
- Compliance with the COMPANY Health and Safety Policy.
 - Everyone is responsible for organising accident prevention at his or her own level on site.
 - Safety training is important.
 - Prevention.
 - Working safely ensures your job.
 - The COMPANY management commits itself to the objectives and targets.
 - Disabling Injury Frequency Rate (DIFR) of 2.0 or less.

- 90% compliance on monthly Health and Safety Audits.
- Compliance with the legal requirements set out in the Occupational Health and Safety Act, Act 85 of 1993, (OHSA), and Regulations.
- Compliance with the Client's Safety Specification for Construction.

PE 6

PLANNING AND PROCEDURES

The procedures to be used for the project are to be in accordance with the Safety Manual in use in the COMPANY under the guidance of the appointed safety consultant.

The sub-headings covered under the Safety Manual are as follows:

- Administration
- Appointments
- Safety Committees
- Registers, checklists, and permits
- Incident Management
- Emergency Planning
- Contractors
- Risk Assessments
- Audits
- Hazardous substance control
- Training
- Mining Requirements
- Roads Requirements
- Planning

PE 7

IMPLEMENTATION OF THE OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

The COMPANY is committed to implementing client specific safety specification on the project and is committed see that this forms an integral part of the project. It is our intention to make this specification part of other Contractors and Suppliers operating procedures.

PE 8

APPLICATION OF THE HEALTH AND SAFETY SPECIFICATION

PE 8.1

Compensation of Occupational Injuries and Diseases Act, Act No. 130 of 1993 (COIDA)

The letter of good standing will be available on site for reference purposes as proof of good standing.

The COMPANY shall ensure all Contractors also comply with the above requirements defined in the COIDA.

PE 8.2 Occupational Health and Safety Policy

The COMPANY Health and Safety Policy is attached for reference purposes. (**Annexure A**).

PE 8.3 Hazard Identification Risk Assessment

The Contract Manager shall ensure the Site Agent shall prior to the commencement of any construction work perform Hazard Identification, and the assessed risks shall form part of the health and safety plan applied on site.

A copy of the HRA shall be made available for viewing to the client.

The Site Agent shall ensure that all HRA's conducted will be conveyed to all personnel and contractors through the site training program and that these training sessions will be presented by the competent person regarding the hazard and related work procedures before any work commences.

The HRA Team that will be established will comprise members as follows:

- Health and Safety Representative(s),
- Health and Safety Committee Member(s)
- Management Representative / Site Agent

Attached in the form of **Annexures B and C**, the Hazardous Task Identification and (HTI) and format of the Risk Assessment (RA) are included.

Method statements form part of the Risk Process and will conduct in accordance with the Risk Process described above.

Based on the activities carried out on all projects Hazard Investigation and Risk Assessments (HRA's) will be done. Examples of which are:

- Site Establishment
- Demolition works
- Excavation
- Concrete works
- Lifting operations
- Hand-held tools
- Motorised Equipment

PE 8.4 Health and Safety Committee

The Project shall convene a health and safety committee meeting monthly. All members required to be in attendance shall be notified of such meeting by means of a formal agenda.

The Site Agent shall ensure an attendance register and minutes are kept for auditing purposes, and that a copy of the minutes be circulated to all members in attendance well before convening the next meeting and within 7 days, a copy of the minutes will be forwarded to the project engineer.

Members of the committee shall include the following and are not limited to:

- Safety Consultant. (When available)
- Contractor's site representative. (Supervisory level)
- Contractor's site representatives. (Operating level)
- Project Engineer nominated representative. (Co-opted status)

PE 8.5 Health and Safety Training

Training of personnel is a legal requirement and a necessity and is acknowledged as such. The Training Planning Matrix shall be provided upon request.

PE 8.5.1 Induction Training

Induction training shall be attended with the Client as well as the COMPANY Induction program requirements and records of attendance kept to prove the same.

The COMPANY Induction format is attached for reference purposes. **(Annexure D)**.

PE 8.5.2 Awareness Training

Weekly awareness training shall be conducted using The COMPANY Toolbox Talk documents, which shall be conducted by the site supervisors. **(Annexure E)**

PE 8.5.3 Competency

Training identified through the Risk Assessment Process and conducted through this process shall be kept on file as proof of competency and training. (This may include operators).

PE 8.5.4 First Aid and Health & Safety Representative Training

All safety representatives elected and designated, including first aiders, shall be trained should they not already be in possession of a valid certificate of training proving competence.

PE 8.6 GENERAL RECORD KEEPING

The Site Agent shall ensure that all the Health and Safety records, required by both the Occupational Health and Safety Act, 85 of 1993 and Regulations are kept for reference purposes and auditing.

Further to the requirements set out above, the Site Agent will also maintain records that may be defined through the risk assessment process, for auditing purposes.

In accordance with the requirements set out in the Construction Regulations 2003 and the requirement set out in Client Specification the Site Agent shall ensure that a copy of all Health and Safety records generated during the course of construction, be handed over to the Project Engineer upon completion of construction.

PE 8.6.1 Statistics

The Site Agent shall ensure injury and incident records (Near Hits, First Aid, Medical cases, Disabling Lost Time Incidents), training, etc. referred to above are kept on site. All documents shall be made available to the client for inspection including the Department of Labour's Inspectors as required by the Occupational Health and Safety Act, 85 of 1993.

The statistics formula as listed below shall be adhered to.

DIFR (Disabling Injury Frequency Rate) DI's x 1 000 000

Man-hours

DISR (Disabling Injury Severity Rate) Days Lost x 1 000

Manhours

PE 8.6.2 General Inspection, Monitoring and Reporting

The COMPANY shall comply with the requirements set out by the client. An agreed safety management plan must be prepared upon which the dates of inspections and training and awareness will be entered, conducted, and monitored.

The COMPANY shall keep all records of inspections and investigations undertaken during the contract for the specified legal period as defined in the OHSA and Regulations.

PE 8.6.3 Internal Audits

Internal audits shall be conducted a minimum once per month by the project engineer, as well as the appointed safety consultant.

The Results shall be tabled and discussed at the Health and Safety Committee meetings.

The Audits to be conducted by the appointed safety consultant shall be conducted on the audit schedule attached as per **Annexure F**.

Records of the audits shall be forwarded to the Project Engineer and shall be filed on-site for reference purposes.

PE 8.7 Incentives

No incentive scheme is being identified unless required by the client.

PE 8.8 Penalties

Non-compliance with the client safety specifications can result in work stoppages and possible expulsion from the site until the problem has been remedied including costs.

PE 8.9 Emergency Procedures

The Site Agent shall make available to the Project Engineer a detailed Emergency Plan to tie into the evacuation plan already in place on the client's premises.

PE 8.9.1 First Aid Box and Contents

The Site Agent shall ensure that all working areas area adequately provided with first aid attendants whether there are fifty (50) employees or less engaged on the contract. The First Aid attendant shall be trained in accordance with the requirements set out in the OHSA with recognised and accredited service providers as defined above.

Proof of training attended (certificate) shall be attached to the written acceptance of appointment. It will be the first aid attendant's responsibility to ensure the contents of the first aid boxes are monitored and inspections recorded on the contents of the first aid box register.

The first aid box shall be adequately stocked by The COMPANY at all times and will be accessible

to all.

PE 8.9.2 Accident and Incident Reporting and Investigation

Should accident investigation need to be conducted, the Project Manager shall appoint a competent person in writing to conduct the said investigation. The procedure to be followed will be in accordance with the OHSA requirement on the Annexure 1 – Recording and Investigation of Incident form.

The Site Agent shall ensure that the results of all investigations are communicated to the employees engaged through incident recall and prescribed meetings. The Site Agent shall ensure that the investigations are kept for record purposes in accordance with the prescribed requirements set out in the OHSA and the company specific procedures.

Should there be an incident, the Project Engineer shall be notified within 48-hours if required by the client, of the occurrence. It is acknowledged that the client reserves the right to participate in all investigations into accidents or incidents.

PE 8.10 Hazards and Potentially Hazardous Situations

The Site Agent shall ensure that all other contractors or contractors are warned of hazardous or potentially hazardous situations, which may prevent them from effectively performing their duties, which includes the placement of adequate warning signs.

PE 8.11 Personal Protective Equipment and Clothing

The COMPANY shall comply with OHSA requirements to provide PPE.

The Site Agent shall through the Risk Assessment process identify the specific PPE needs per activity and then issue the PPE accordingly. (Reference to the OHSA General Safety Regulation 2 – Employer to provide Personal Protective Equipment).

Should PPE be lost or stolen, then the employee will be issued with a new set of PPE.

Should PPE be worn out or damaged, the user shall return the worn or damaged PPE and will be issued with a replacement set. Training in the use of this shall be provided.

Overalls and hardhats shall be identifiable. (Principal Contractor different from the contractors)

PPE shall be provided to visitors as well.

PE 8.12 Safety Signage

The Site Agent in conjunction with the appointed safety consultant shall assess the Health and Safety Signage requirement in conjunction with the Risk Assessments conducted and will place the signage at strategic positions on the site works.

The COMPANY shall also maintain the signage to ensure its effectiveness at all times and under all conditions. Signage, which cannot be repaired, shall be replaced.

PE 8.13 Permits

- The COMPANY shall ensure that access to site works is restricted to construction personnel.
- All attempts will be made to restrict spectator access.
- Access to the site shall be by the Project Engineers (Clients) authorisation on the prescribed form. (Permits and ID cards shall be issued by the client)

- Special permits for hot work and isolation permits shall be applied for to the Project Engineer prior to commencing with the activity.

PE 8.14 Contractors and Suppliers

The Site Agent shall enter into an Agreement with Mandatary in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993, with all contractors appointed by The COMPANY is entered into.

The Contracts Manager will ensure the contractors are issued with the Client Safety Specification where reasonably practicable including any the COMPANY contractor pack for the project, should they not be contained in the Client Safety Specification.

The COMPANY shall assist and ensure the contractors engaged comply with all of these requirements and adhere to the requirements set out in the OHSA.

Contractors will be stopped from working in the event of unsafe conditions and activities being observed.

All contractors shall be covered by the COMPANY Safety Plan and will be issued the same.

PE 9 HEALTH AND SAFETY IN PRACTICE

PE 9.1 Excavations

The Site Agent shall ensure that in all activities involving excavations, shoring, dewatering, or drainage, a safe working procedure is submitted to the project engineer for approval prior to work commencing. Excavation work exceeding the specified depth as stipulated in the OHSA regulations, shall comply with the following requirements:

- a) The excavations are inspected before the shift starts, after heavy rain (inclement weather), and after any major condition which may effect the excavations stability, and the findings are to be recorded and kept;
- b) All excavations regardless of the depth shall be adequately barricaded to prevent persons falling into the excavation;
- c) The safe working procedure shall be communicated to all employees who may be effected by the work; and
- d) The safe working procedures shall be enforced and maintained by the appointed excavation supervisor at all times.
- e) For high-risk activities, all personnel working in the excavation shall be attached by means of a lifeline.
- f) Material excavated shall be removed from the point of excavation.
- g) Ensure stability of adjoining structures.

PE 9.2 Demolition

There is going to be a considerable amount of demolishing of small structures that are along the route of the pipelines. These may include small retaining walls, paved driveways, etc. The contractor is required to take at least three photographs which must be correctly numbered to reflect the property number/address of where that structure is situated. The photos must ideally be a front view, left side view and right-side view. These photos must be taken prior to any work starting in that area and also after the work has been completed.

PE 9.3 Explosives and Blasting

No blasting activities are envisaged on this project.

PE 9.4 Stacking of Materials and Housekeeping

The Site Agent shall ensure that all stacking will be supervised by a person competent to supervise over the activities, and that clearly defined and allocated storage areas are provided for and identified, and that materials being stored within this area are stacked in accordance with sound stacking principles of sort-by-sort, access to be maintained, level surface, and the height will not exceed three times the base width.

Housekeeping shall be maintained in accordance with the client requirements at all times.

PE 9.5 Hazardous Chemical Substances

The Site Agent shall ensure the necessary training and information regarding the use and storage of HCS is provided, and that the use and storage of HCS is carried out as prescribed by the HCS Regulations.

Furthermore, the Site Agent shall ensure that all chemicals brought to site have a Material Safety Data Sheet (MSDS) and the users are made aware of the Occupational hazards and precautions that need to be taken when using the chemical.

The First Aider shall be made aware of the MSDS and how to treat HCS incidents appropriately.

Access to all HCS records shall be afforded to the project engineer at all times.

PE 9.5.1 Fuel / Diesel

- Bulk storage areas shall be demarcated, secured, and sign posted with the relevant warning pictograms.
- Bulk storage areas shall be bunded.
- Re-fuelling shall be conducted in designated re-fuelling areas only.
- Spill-kits shall be available at all times in these designated areas.
- The surface of the bunded areas and walls shall be of impermeable material.
- The bunded area shall be sloped towards a collection pit.

PE 9.6 Asbestos

No asbestos is to be used on this Project.

PE 9.7 Plant and Machinery

PE 9.7.1 Construction Plant

- All plant shall comply with the OHS Act requirements in relation to operation and maintenance thereof.
- Service and maintenance of the vehicles shall be of a high standard at all times.
- All plant shall subject to design be fitted with back-up alarms and audible indicating devices.
- The COMPANY shall ensure that all construction plants moving parts are adequately protected.
- Pre-start inspections shall be conducted on all motorised equipment daily, deviations of such inspections shall be recorded.

- Construction plant identified for use shall be operated by a trained and authorised operator.
- All construction plant shall be operated under the direct supervision of a person competent to identify potential hazards in the work he is conducting.
- Work involving the use of construction plant shall be conducted in accordance with an approved Risk Assessment.
- The Site Agent shall ensure all operators are equipped with the necessary PPE namely; safety shoes, overall, safety glasses, and gloves.
- Plant shall be fitted with an extinguisher where practicable.
- Washing shall be conducted in the designated washing areas.

The COMPANY shall ensure that all equipment moving to and from site is adequately secured, and that all contractors abide by this requirement.

PE 9.7.2 Transport of Personnel

- Safe vehicular transport shall be provided for personnel working on the project to the workplace, which shall include proper seating, side restraints, and cover.
- No personnel shall be permitted to travel on any plant or equipment on the site works.
- Road safety principles shall be adhered to on and off-site.

PE 9.7.3 Vessels under Pressure (VuP) or Gas Bottles

The COMPANY shall ensure they comply at all times with the requirements of Vessels under Pressure Regulations, with specific reference to the following:

- Ensuring all Equipment owned and hired-in Vessels under pressure, comply with the 36-month pressure vessel inspection, and a certificate of testing is available on site.
- Ensuring that all personnel who shall use this equipment are competent and trained.
- Ensuring the users of this equipment are issued with the required PPE.
- Ensuring the area is adequately identified as a noise area and warnings are posted.
- Ensuring daily pre-start inspections are carried out on all the equipment and the findings recorded.
- Ensuring the correct fire prevention and fighting equipment is available at all times.
- Noise levels where possible shall be kept within reasonable operating norms.

PE 9.7.4 Fire Equipment

The Site Agent shall ensure the following all fire equipment to be used on site comply with the following:

- Extinguishers shall be placed in positions to ensure fast and easy access is maintained at all times.
- Placement of all extinguishers shall be depicted with the required pictograms.
- Extinguishers shall be serviced once annually and after discharge or visible signs of depressurisation.
- The Site Agent shall ensure all employees are adequately trained in the safe use of the extinguishers.
- The Site Agent shall ensure a person is appointed to inspect the extinguishers on a

monthly basis and the results of which are to be entered into a register designed for that purpose.

PE 9.7.5 Hired Plant and Machinery

The Site Agent shall ensure the following criteria are adhered to when considering hired plant and machinery:

- Only approved hire companies shall supply equipment to the site.
- Hired plant shall be checked for safety compliance prior to being accepted for use on site.
- Should hired equipment be accompanied by an operator, The COMPANY shall ensure that the operators competency is verified and the operator undergo an induction training session.
- The Site Agent shall ensure the operators of the hired plant attend weekly toolbox talks in conjunction with The COMPANY site personnel.
- The Site Agent shall ensure that all operators are equipped with the required PPE before commencing work on site.

PE 9.7.6 Scaffolding / Working at Heights / Fall Protection

Work involving scaffolding and work at heights shall comply with the requirements set out in the Construction Regulations 2003 pertaining to these activities with reference to the SABS 085 code of practice.

Fall protection planning shall be done in conjunction with the risk assessment process.

All scaffolds shall be erected under the control of a person trained and appointed to conduct such scaffold erection.

PE 9.7.7 Falsework / Formwork for Structures

Work involving scaffolding and work at heights shall comply with the requirements set out in the Construction Regulations 2003 pertaining to these activities with reference to the SABS 085 code of practice.

PE 9.7.8 Lifting Machinery and Tackle

The Site Agent shall ensure that the use of Lifting Machinery and Tackle is done in accordance with the requirements of the Regulations, which include but are not limited to the following:

- Lifting machinery and tackle to be used on site shall be marked with the Maximum Mass Load (MML), which is the safe limit in which the equipment may be used.
- Inspections on Lifting Machines and Lifting Tackle shall be inspected once per month on the register provided and the findings recorded.
- Daily pre-start checks shall also be conducted on all Lifting Machinery and Tackle.
- Records shall be kept of all lifting machinery and tackle inspections and Load Tests.
- Load tests shall be conducted a minimum of once per annum and a certificate of compliance shall be kept on record.
- A valid logbook shall be maintained for all lifting machinery, which will comply with a minimum six-monthly service and maintenance.
- Lifting machinery shall be operated under supervision at all times with a trained banksman who shall inspect all tackle before each lift.
- All lifting equipment operators shall be trained once every two years and a copy of such

training shall be attached to the appointment, which is to be made on site.

- The Operators shall be tested for medical fitness.

PE 9.7.9 Ladders and Ladder Work

The following requirements shall be complied with regarding Ladders and Ladder work:

- Ladders shall be clearly numbered, and inspected on the register provided.
- A competent person shall be identified and appointed as the ladder inspector.
- Where aluminium ladders cannot be used, then wooden ladders shall be straight grained, unpainted to allow for proper inspection of the grain for cracking.
- Ladders shall be secured at the top and chocked at the base to prevent slipping.
- Where chocking of the base is not possible, then the user shall ensure that the ladder is held in position by another employee when ascending the ladder.
- Ladders shall be inspected a minimum once per month by the person appointed as the ladder inspector.
- Proper storage shall be provided for all ladders when not in use.

PE 9.7.10 General Machinery

In accordance with General Machinery Regulation 2(1), The COMPANY shall:

- Ensure a competent person be appointed as defined in the above clause from the Occupational Health and Safety Act, 85 of 1993 and Regulations, to service and maintain all machinery in use on site.
- The COMPANY shall appoint additional competent persons to assist the competent person mentioned above in accordance with General Machinery Regulation 2(7)(a), as and when required.
- The COMPANY shall ensure that records are maintained of all services conducted.

PE 9.7.11 Lighting and Power

The Site Agent shall ensure lighting circuits and power circuits are fitted with suitable earth leakage systems in accordance with the client, which will include the following activities:

- Earth leakage system will be tested monthly.
- Malfunctions shall be repaired immediately or replaced.
- Lighting shall be so positioned as not to interfere with construction activities.

PE 9.7.12 Portable Electrical Tools / Explosive Power Tools

The Site Agent shall ensure the following procedure is adhered to regarding Portable Electrical Tools and Explosive Powered tools:

- Minimum compliance with legislation.
- Only competent persons shall be permitted to conduct routine and monthly inspections on the equipment.
- Persons competent to inspect the equipment shall be appointed in writing.
- Persons who are trained to operate such equipment shall be appointed and shall be the only authorised person to operate the equipment.
- The Site Agent shall ensure operation of the equipment is in accordance with the approved Risk Assessment and Safe Working Procedure set out.

- All users shall undergo regular awareness training to ensure compliance.
- The Site Agent shall ensure the required PPE and clothing is provided and maintained.

PE 9.7.13 Public Health and Safety

In the interests of public safety, The COMPANY shall ensure that all persons who may be affected by the work being conducted on site are informed and kept aware of the dangers, which may arise from the work being conducted on site.

This awareness shall be in the form of posters and inductions for visitors to site and warning signs.

PE 9.7.14 Night Work

Night work shall only be conducted upon approval of the project engineer, with the same safety standard being applied for these activities as with day work activities.

PE 9.7.15 Facilities for Safe Keeping/Eating Areas

The COMPANY shall ensure that adequate facility is provided for the personnel on site. The area shall provide the following:

- Sufficient seating;
- Seating under cover;
- Protected change room;
- Toilets.
- Hand wash facility.
- Potable water.

No food preparation shall be conducted on site and designated eating areas will be made to allow adequate seating.

Waste bins shall be strategically placed and cleared regularly.

ANNEXURE A (Safety Policy)

ANNEXURE B (HTI)

HAZARDOUS TASK IDENTIFICATION (HTI)					
Ser no:	INFORMATION REQUIRED	DETAILS	SIGNATURE	Key Table	
1	Name of contract:			0=	NONE
2	Date prepared:			1=	LOW
3	Prepared by:			2=	MEDIUM
4	Name of person approving:			3=	HIGH

Risk Assessment (RA)	SAFETY INDUCTION		
	OHS Act 85 of 1993 Sections 8 & 14		
	Requirements:		
	Every employer is required to take all reasonable measures to ensure that the requirements of the OHS Act, and regulations are observed. The general duties of employees are to carry out lawful instructions and to obey the Company's safety rules and procedures prepared in accordance with the provisions of the Act and Regulations. For this process to begin and to be formalized it is necessary for all employees to be formally inducted into the safety procedures and the completion thereof, formally acknowledged by both employer and employee.		

PARTICULAR SPECIFICATION: PZ

EMPLOYER'S ENVIRONMENTAL MANAGEMENT SPECIFICATION

for Environmental Management of Construction Projects

PSZ INTRODUCTION

PSZ 1 SCOPE

This specification is additional to the South African Bureau of Standards Standardised Specification for Civil Engineering Contracts and must be read in conjunction with the said specification.

This specification covers the principles, responsibilities and requirements generally applicable to implement effective environmental management during the execution of any construction contract. The aim of this specification is to ensure that construction activities are conducted in an environmentally and socially responsible manner.

PSZ 2 PSZ 2 INTERPRETATIONS

This specification contains clauses that are generally applicable to the implementation of effective environmental management on construction contracts. Interpretations of, and variations to, this specification are set out in the project specification.

PSZ2.1 Supporting specifications:

Reference is made to the SABS 1200 standards which are to be read in conjunction with this specification. All aspects of these SABS requirements which are relevant to environmental management during construction contracts will apply.

PSZ2.2 Principles

The following principles should be considered at all times during construction phase activities:

- The Environment is considered to be composed of both biophysical and social components.
- Construction is a disruptive activity and all due consideration must be given to the environment, particularly the social environment, during the execution of a project to minimise the impact on affected parties.
- Minimisation of areas disturbed by construction activities will minimise many of the construction related environmental impacts of the project and reduce rehabilitation requirements and costs.
- As minimum requirements, all relevant standards relating to international, national, provincial and local legislation, as applicable, shall be adhered to. This includes requirements relating to waste emissions (e.g. hazardous, airborne, liquid and solid), waste disposal practices, noise regulations, road traffic ordinances etc.
- All effort should be made to minimise, reclaim or recycle 'waste' material.

For the purpose of this specification, the definitions given in SABS 1200 shall apply.

Additional definitions which shall apply to this specification are as follows:

Environmental Control Officer: Either an Msunduzi Local Municipality staff member or an Environmental Consultant assigned to the project on a part or full-time basis. The Environmental Control Officer will be part of the Project staff and will advise the Engineer on all environmental matters relating to the works, in terms of this specification and the project specification, if applicable.

Environmental Officer: Either an Msunduzi Local Municipality employee (e.g. Quality Assurance Inspector) or Consultant designated to monitor the implementation and compliance with the environmental specifications and environmental management plan on a daily basis.

Cleared surface: "surface vegetation" as referred to in SABS 1200 C 2.3 will be deemed to be any woody or herbaceous vegetation but exclude grasses, sedges, rushes and reeds. Clearing and grubbing shall for the purpose of this specification mean the removal of all woody and herbaceous vegetation including stumps, but excluding grass and groundcover vegetation.

Engineer: Is to read Engineer or Supervisor (in the case of the NEC contract), whichever is applicable to the Contract.

Interested and Affected Parties (IAP): All persons who may be affected by the project either directly or indirectly, or who have an interest or stake in the area to be affected by the project. IAPs include landowners, tribal or local authorities, public interest groups etc.

Liquid Waste Stream: Any reagent solutions, fuels, oils, greases, contaminated run-off, sewerage and wash water, etc.

Open Trench: Open trench will, for the purpose of this specification, be deemed to include: clearing and grubbing; stripping of topsoil; trenching; placing of bedding; pipe-laying; placing of selected fill; backfilling to ground level; removing excess material; construction of cross berms to channel water (if required); and replacement of topsoil to final finished level (refer to Figure 1: Appendix A).

Progressive Reinstatement: Reinstatement of disturbed areas to topsoil profile on an ongoing basis, immediately after selected construction activities (e.g. backfilling of a trench) are completed. This allows for passive rehabilitation (i.e. natural recolonisation by vegetation) to commence. See also 'Open Trench' and 'Rehabilitation'.

Project Manager: The person responsible for coordinating and integrating activities across multiple, functional lines.

Rehabilitation: Rehabilitation is defined as the return of a disturbed area to a state which approximates the state (where possible) which it was before disruption. Rehabilitation for the purposes of this specification is aimed at post-reinstatement revegetation of a disturbed area and the ensurance of a stable land surface. Revegetation should aim to accelerate the natural succession processes so that the plant community develops in the desired way, i.e. promote rapid vegetation establishment.

Riparian vegetation: Vegetation occurring on the banks of a river or stream (i.e. vegetation fringing a water body). In this specification, riparian vegetation in terms of removal, storage and replacement (see PSZB 17.1 and PSZB 17.2), is only applied to sedge, grass, ground-cover, reed, bulrush, or herbaceous component of riparian vegetation and excludes the woody component.

Sedges: Grass-like plants growing in wetland/ marshy areas or adjacent to water.

Subsoil: Subsoil is the soil horizons between the topsoil horizon and the underlying parent rock. Subsoil often has more clay-like material than the topsoil. Subsoil is of less value to plants, in terms of nutrient (food) and oxygen supply than topsoil. When subsoil is exposed it tends to erode fairly easily.

Timeous: At least 5 working days prior to an activity.

Topsoil: This is defined as the A horizon of the soil profile. Topsoil is the upper layer of soil from which plants obtain their nutrients for growth. It is often darker in colour, due to the organic (humic) fraction. Topsoil is deemed for the purposes of this specification as the layer of soil from the surface to the specified depth required for excavation (see PSZB 5.3, relevant SABS 1200 clause and project specification). Where topsoil is referred to, it is deemed to be both the soil and grass/ground cover fraction. (see 'Cleared Surface')

Veld: This is defined for the purpose of this specification as unimproved natural vegetation areas (e.g. grasslands).

Water body: Any open body of water including streams, dams, rivers, lakes, and the sea.

Wetland: A seasonally, temporally, or permanently wet area which also may exhibit a specific vegetation community. It is often marshy in character.

Wetland Vegetation: Vegetation which is indicative of a wetland environment - for example, sedges, rushes, reeds, hydrophilic grasses and ground-covers, but for the purposes of this specification excludes woody species.

Xeriscaping: Landscaping with vegetation which has a low water usage. The objective is to conserve as much water as possible, whilst still beautifying an area (i.e. conservation and aesthetics). Concept embraces utilising indigenous as opposed to exotic plants.

PSZ 4

PSZ 4 ABBREVIATIONS

DWAF	:	Department of Water Affairs and Forestry
ECO	:	Environmental Control Officer
EMP	:	Environmental Management Plan
EMPR	:	Environmental Management Programme Report
EO	:	Environmental Officer
IAPs	:	Interested and Affected Parties
IEM	:	Integrated Environmental Management
MSDS	:	Material Safety Data Sheet
NEC	:	New Engineer Contract or The Engineering and Construction Contract
⌘	:	Indicates the project specification must be referred to, to clarify the clause.

PSZ 5

PSZ 5 DRAWINGS

Drawings referred to in this specification are included in PS5 of the Project Specifications.

PSZ 6

PSZ 6 FORMS

Forms referred to in this specification are included in Part T2 or attached to this environmental

specification.

PSZ 7 PSZ 7 CONDITIONS OF CONTRACT

PSZ 7.1 Duties and Powers of the Project Manager

The Project Manager is ultimately responsible for ensuring compliance with the environmental specification and upholding Msunduzi Local Municipality's Environmental Policy on a project.

The Project Manager:

- arranges information meetings for or consults with IAPs about the impending construction activities;
- may on the recommendation of the Engineer and /or Environmental Officer order the Contractor to suspend any or all works on site if the Contractor or his Subcontractor/ supplier fails to comply with the said specifications;
- maintains a register of complaints and queries by members of the public at the site office as per attached pro-forma. This register is forwarded to the Environmental Control Officer on a monthly basis.

PSZ 7.2 Duties and Powers of the Engineer / Supervisor (NEC)

The Engineer or Supervisor is responsible for:

- enforcing the environmental specification on site;
- monitoring compliance with the requirements of the specification;
- assessing the Contractor's environmental performance in consultation with the Environmental Officer from which a brief monthly statement of environmental performance is drawn up for record purposes;
- documenting, in conjunction with the Contractor, the state of the site prior to construction activities commencing. This documentation will be in the form of photographs or video records.

PSZ 7.3 Duties and Powers of the Environmental Control Officer

The Environmental Control Officer:

- briefs the Contractor about the requirements of the Environmental Specification and/ or Environmental Management Plan, as applicable;
- advises the Project Manager and Engineer/ Supervisor about the interpretation, implementation and enforcement of the Environmental Specification and other related environmental matters;
- attends site meetings, as necessary;
- monitors the Constructor's compliance with this specification and the project environmental specification as applicable;
- undertakes periodic audits of the effectiveness of the environmental specifications on the site;
- communicates environmental policy issues to the Project Manager;

- provides technical advice relating to environmental issues to the Engineer/ Supervisor and Project Manager;
- reports on the performance of the project, in terms of environmental compliance.

PSZ 7.4 Duties and Powers of the Environmental Officer

The Environmental Officer:

- attends site meetings;
- monitors the site for compliance with the Environmental Specification and EMP;
- reports on the performance of the project in terms of environmental compliance to the ECO and Project Manager as per the pro-forma attached;
- liaises with the ECO on matters of policy and those requiring clarity and advice.

PSZ 7.5 Extent of the Contractor's Obligations

The Contractor is required to:

- provide information on previous environmental management experience and company environmental policy;
- supply method statements for all activities requiring special attention as specified and/or requested by the Project Manager, Environmental (Control) Officer and/or Engineer during the duration of the Contract;
- be conversant with the requirements of this environmental specification and the project specification as applicable;
- brief his staff about the requirements of the environmental specification;
- comply with requirements of the Environmental (Control) Officer in terms of this specification and the project specification, as applicable, within the time period specified;
- ensure any sub-contractors/ suppliers who are utilised within the context of the contract comply with the environmental requirements of the Employer, in terms of the specifications. The Contractor will be held responsible for non-compliance on their behalf;
- bear the cost of any delays, with no extension of time granted, should he or his Sub-Contractors/ Suppliers contravene the said specifications such that the Engineer orders a suspension of work. The suspension will be enforced until such time as the offending party(ies), procedure, or equipment is corrected;
- bear the costs of any damages/ compensation resulting from non-adherence to the said specifications or written site instructions;
- comply with all applicable legislation in terms of 7.6 below;
- ensure that he informs the engineer timeously of any foreseeable activities which will require input from the Environmental (Control) Officer.

The Contractor will conduct all activities in a manner that minimises disturbance to directly affected residents and the public in general, and foreseeable impacts on the environment.

PSZ 7.6 Compliance with Applicable Laws

The supreme law of the land is “The Constitution of the Republic of South Africa”, which states:

“Every person shall have the right to an environment which is not detrimental to his or her health or well being”

Laws applicable to the protection of the environment in terms of Environmental Management (and relating to construction activities) include but are not restricted to:

Animals Protection Act, Act No 71 of 1962

Atmospheric Pollution Prevention Act, No. 45 of 1965

Conservation of Agricultural Resources Act, No 43 of 1983

Environmental Conservation Act, No 73 of 1989

Environmental Planning Act, Act No 88 of 1967

Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, No 36 of 1947

Forest Act, No 122 of 1984

Forest and Veld Conservation Act, Act No 13 of 1941

Hazardous Substances Act, No. 15 of 1973

Lake Areas Development Act No. 34 of 1975

Land Survey Act, No. 9 of 1921

Minerals Act, No. 50 of 1991

Mountain Catchment Act, No. 63 of 1970

National Monuments Act, No. 28 of 1969

National Parks Act, No. 57 of 1976

National Resources Development Act, Act No. 51 of 1947

Occupational Health and Safety Act, No. 85 of 1993

Provincial and Local Government Ordinances and Bylaws

Soil Conservation Act, Act No. 76 of 1969

Water Act, No. 54 of 1956

Water Services Act No. 108 of 1997

and all regulations framed thereunder and amendments thereto.

PSZ 7.7 Compliance with the Environmental Specification

The Contractor is deemed not to have complied with the Environmental Specification if:

- within the boundaries of the site, site extensions and haul/ access roads there is evidence of contravention of clauses;
- if environmental damage ensues due to negligence;
- the Contractor fails to comply with corrective or other instructions issued by the Project Manager or Engineer within a specified time,
- The contractor fails to respond adequately to complaints from the public.

Application of a penalty clause will apply for incidents of non-compliance. The penalty imposed will be per incident. Unless stated otherwise in the project specification, the penalties imposed per incident or violation will be:

Failure to demarcate working servitudes R1000

Working outside of the demarcated servitude R2000

Failure to strip topsoil with intact vegetation R1000

Failure to stockpile topsoil correctly R500

Failure to stockpile materials in designated areas R500

Pollution of water bodies (including increased suspended solid loads) R1000

Failure to control stormwater runoff R1000

Failure to provide adequate sanitation R500

Unauthorised removal of woody vegetation R2000

Failure to erect temporary fences R500

Failure to provide adequate waste disposal facilities and services R500

Failure to reinstate disturbed areas within the specified time-frame R3000

Failure to rehabilitate disturbed areas within the specified time-frame R3000

Any other contravention of the project specific specification R400

Any other contravention of the particular (general) environmental specification R300

PSZA SITE ESTABLISHMENT AND HOUSEKEEPING

PSZA 1 LAYOUT

The Contractor will take into account any of the limitations identified in the project specification with regard to establishment of site, in particular the location of access routes, and establishment layout.

Notwithstanding the provision of a project specification, the Contractor will provide the Project Manager and Environmental Control Officer with a layout design of the site indicating the position

of all of the following, as applicable: offices, ablution facilities, storage areas, workshops, laboratories, batching plant, particulate matter stockpile area (i.e. soil/ granular chemicals/ cement fines, etc), waste disposal facilities, hazardous substances storage area, access routes, etc. This layout plan is to be submitted prior to site establishment for acceptance. Any changes to this plan require review by the Project Manager in conjunction with the ECO.

The Contractor will take into account prevailing wind directions when designing the site layout to minimise impacts due to dust, unpleasant odours, etc.

The Contractor will take into account the positions of residences when designing the site layout in order to minimise noise impacts on the residents.

Site security lighting is to be positioned such that the direct beam is focused away from residential properties and does not pose a nuisance or danger to road users.

No site establishment will be allowed within 100 m of a water body or drainage channel or on a flood plain unless approved by the Environmental (Control) Officer or specified in the project specification.

PSZA 2 SITE CLEARANCE

No trees or shrubs may be removed without the prior permission of the Environmental Officer, unless in keeping with the final site reinstatement and rehabilitation plan.

Topsoil is to be stripped from all areas where permanent or temporary structures and access roads are to be constructed. Topsoil conservation is to be in terms of clause PSZB 5.3 of this document.

PSZA 3 SERVICES

PSZA 3.1 Sanitation

Portable chemical toilets are to be utilised at site unless a connection to sewer is possible or a proper septic tank system is installed. In the case of the septic tank, the installation will require the relevant approvals from the local authority and will require removal upon completion of the contract, unless otherwise directed.

Sanitation facilities will be located within 100 m from any point of work, but not closer than 50 m to a water body.

PSZA 3.2 Solid Waste Facilities

Facilities for solid waste collection are to be provided. These are to be at least a 200 l drum and clearly identified as the point for waste disposal.

Waste is to be separated into paper, glass, and metal with separate collection points for each. The Contractor will ensure that the appropriate recycling contractors receive this waste.

The Contractor is to institute a daily litter collection programme. The collected waste is to be disposed of regularly and proportionately to its generation at a site designated for waste disposal.

No burning will be permitted on any site unless by approved incineration methods and in a low-risk fire area. In the case of incineration, ash is to be co-disposed with spoil in a designated spoil dump.

No burying of waste will be allowed on any site.

PSZA 3.3 Cooking and Heating Facilities

No open fires will be allowed anywhere on site.

Contained fires (i.e. in a fire drum) will be allowed for heating and cooking only in designated areas, in other cases, cooking is restricted to gas or electrical equipment.

PSZA 4 FUELS, HAZARDOUS SUBSTANCES, AND OTHER LIQUID POLLUTANTS

PSZA 4.1 Storage and handling

All potentially hazardous raw and waste materials are to be handled by trained staff and stored on site in accordance with the manufacturer's instructions and relevant legal requirements. The product MSDS is to be lodged with the Engineer.

Storage and handling areas for fuels, lubricants, chemicals, and other hazardous substances are to be paved with concrete to prevent accidental contamination of the soil. Alternatively, an impermeable liner may be placed beneath above-ground storage tanks. The integrity of the liner is to remain intact for the duration of the contract, until removal.

Open storage vessels, for example, shutter lubricant drums, are to be stored under cover to prevent 'splash' contamination.

All storage areas are to be bunded (with at least sandbags) and have a peripheral collection drain, with oil interceptors (if required).

The bunded area is to be sufficiently large to contain a spillage equivalent to the volume of one container of the substances stored.

All products to be dispensed from 200-litre drums will be done so with appropriate equipment, and not dispensed by tipping of the drum.

Daily checks are to be conducted on the dispensing mechanism of above-ground storage tanks to ensure the timely identification of faults.

Collection containers (e.g. drip trays) are to be placed under all dispensing mechanisms of hydrocarbon or hazardous liquid substances to ensure contamination from leaks and dispensing is contained.

The dispensing mechanism of diesel and petrol storage tanks is to be stored in a container when not in use.

PSZA 4.2 Control of pollutants

A drainage diversion system is to be installed to divert runoff from areas of potential pollution, e.g. batching areas, vehicle maintenance areas, workshops, chemical and fuel stores, etc if applicable.

Contaminated runoff and wastewater is to be directed into a collection system (e.g. sump, attenuation dam, PVC porta-ponds etc.) for treatment or collection and disposal. The final collection point (e.g. sump) is to be PVC lined.

Collected contaminated runoff/ wastewater is to be pumped out of the final collection point and disposed of at an appropriate landfill site. Sump liners are to be treated in the same manner.

The treated wastewater, effluent and contaminated runoff may require analysis prior to discharge as detailed in the project specification or instructed by the Environmental Officer.

Details regarding proposed methods for treatment of pollutants are to be submitted to the Environmental (Control) Officer for acceptance upon award of the Contract.

Any spillages, irrespective of their size, are to be contained and cleaned up immediately. The Pollution Control section may provide technical assistance for clean-up if required. No spills may be hosed down into a stormwater drain or sewer.

Use of specialised cleanup techniques and/ or products may be required depending on the spill. This will be instructed by the Environmental Control Officer. These will be to the Contractor's cost.

PSZA 5 GENERAL

Site staff are not permitted to use any open water body or other natural water source (e.g. springs) for purposes of bathing, or the washing of clothes, machinery or vehicles. Nor draw water from a spring without the permission of the community utilising that spring.

PSZA 6 MEASUREMENT AND PAYMENT

Measurement and payment for compliance with clauses PSZA1 to 5 of the specification are deemed to be fully included in the Contractor's rates for fixed and time-related Preliminary and General Items scheduled under SABS 1200 A or AA.

PSZB CONSTRUCTION

PSZB 1 CONSTRUCTION METHODS AND PROGRAMME

PSZB 1.1 Construction Method

The Contractor will provide method statements for construction activities (14 working days prior to the activity commencing) relating to the following environments and those listed in the project environmental specification unless methods have been prescribed in this or the project environmental specification:

- rivers, streams, or any other open water body;
- wetlands;
- access roads (see PSZB 13 below);
- steep slopes (i.e. steeper than 1:4) or less if friable material is present;
- Indigenous bush/ forest;
- close proximity (i.e. 50 m or less) to a residential dwelling;
- drilling and/or blasting of rock.

If a construction method employed by the Contractor is not environmentally acceptable to the Employer, the Contractor may be instructed to cease the utilisation of that method in favour of a more environmentally acceptable one, proposed either by himself or the Employer.

PSZB 1.2 Construction Programme

The Contractor will programme construction so as to minimise the impact on the environment and provide this programme to the Environmental Control Officer for perusal and acceptance at

the onset of the contract period. The Environmental Control Officer is to be made aware of any amendments to the construction programme or alterations to the scope of work in order that their impacts on the environment can be assessed.

The Contractor (through the Project Manager) will ensure that all affected landowners/ authorities are advised of the proposed programme at the beginning of the contract period.

PSZB 2 AREAS OCCUPIED / DEMARCATION OF SITE

Routes for temporary access and haul roads are to be located within the approved demarcated areas and vehicle movement is to be confined to these roads. Movement of vehicles outside the designated working areas is not permitted without authorisation from the Engineer.

All construction activities are restricted to working areas designated on the drawings and/or demarcated and approved by the Engineer. Materials including spoil are stockpiled at designated areas.

Any areas disturbed outside of the demarcated areas or without permission of the Environmental (Control) Officer or Engineer will be subject to reinstatement and rehabilitation (as per PSZC below) at the Contractor's cost.

In terms of pipeline projects, a general maximum working servitude width of 15 m will apply for machine excavation unless otherwise indicated in the project specification. A maximum width of 6 m will apply for manual excavation. These maximum working servitude widths may vary depending on the sensitivity of the environment, as detailed in the project specification.

In sensitive biophysical environments, for example, wetlands, indigenous forest/bush, pristine natural grasslands, and sensitive social environments, as defined in the project specification or by the Environmental Control Officer, the working servitude is reduced as indicated in the project specification.

The working servitude shall contain all construction related activities, including, stockpiling of materials, placing of toilets, vehicle movement areas, etc.

Demarcation of linear projects (executed with machine excavation) and features (e.g. pipelines, access roads, etc.) will be by means of wooden stakes. These stakes will be at least 1 m high, painted white, and placed at least every 15 m, on either side of the linear feature, in all areas where works are occurring. Progressive movement of stakes is required as linear projects progress.

In the case of a fenced site, the boundary fences will be denoted as the outermost limit of the site, but internal areas may be demarcated with stakes as above. The site boundaries of non-fenced, but 'contained' projects are to be delineated using stakes or temporary fencing, depending on the hazard which the site poses.

PSZB 3 SUPPLY OF WORKS FACILITIES

No water may be abstracted from water bodies for the purposes of construction, without approval of the Engineer in consultation with the Environmental Control Officer.

PSZB 4 CLEANLINESS

SABS 1200 AD, clause 5.2.4, second sentence, is to read: "No rubbish or debris shall be deposited below the full supply level (FSL)."

PSZB 5 SITE CLEARANCE

PSZB 5.1 Clearance

Spoil sites will require clearing and grubbing in addition to those areas in terms of SABS 1200 C 5.1.

The site shall only be cleared immediately prior to construction activities commencing i.e. at the last practicable stage.

No trees or indigenous shrubs may be removed without the prior permission of the Environmental (Control) Officer, unless in keeping with the final site reinstatement and rehabilitation plan.

PSZB 5.2 Disposal of materials

Material obtained from clearing and grubbing operations shall be disposed of at appropriate municipal disposal facilities. They are not to be disposed of as per Paragraph 1 of Sub-clause 3.1 of SABS 1200 C.

Wood obtained from clearing and grubbing operation remains the property of the landowner/ community and must be stacked at sites designated by the relevant person. The Contractor will be required to remove and dispose of any wood from site at a designated site for vegetation disposal, should the landowner/ community not require it.

All tree trunks and branches of diameter greater than 50 mm are to be cut into lengths not exceeding 2400 mm.

Brushwood (i.e. < 50 mm diameter) is to be disposed of, or utilised as specified in the project specification or upon instruction of the Engineer.

PSZB 5.3 Conservation of topsoil

The Contractor is required to strip topsoil (as defined in this specification) together with grass, groundcover and sedges from all areas where permanent or temporary structures are located, construction related activities occur, and access roads are to be constructed, etc. The depth to which topsoil will be stripped shall be 200 mm unless stated otherwise in the project specification.

Topsoil is to be handled twice only - once to strip and stockpile, and secondly to replace, level, shape, and scarify.

Topsoil is to be replaced along the contour.

Topsoil is to be replaced by direct return (i.e. replaced immediately in the area where construction is complete), rather than stockpiling it for extended periods. This is feasible for progressive construction (e.g. pipelines), but not necessarily so for reservoirs, site establishments, dams, etc.

Topsoil stockpiles are not to exceed 2 m in height.

Topsoil stockpiles are to be maintained in a weed-free condition (i.e. no 'broad-leaved' plants regarded as weeds in terms of the Conservation of Agricultural Resources Act No 43 of 1989, or those plants regarded as a 'general nuisance in the area' are to be growing on the stockpiles). The Environmental Control Officer will provide guidance as to which plants are weeds and require removal.

The stockpiles are not to be contaminated with sub-soil or any other waste material.

Topsoil may not be compacted in any way, nor may any object be placed or stockpiled on it.

Topsoil may not be compacted in any way, nor may any object be placed or stockpiled on it.

Topsoil which is to be stockpiled for periods exceeding 4 months is to be vegetated. In summer a mixture of *Eragrotis tef* (Teff) and *Eragrostis curvula* (Weeping Lovegrass) (ratio 1:2) is to be applied at an application rate of 6 kg/ha, unless otherwise instructed in the project specification.

In winter, a mixture of *Lolium multiflorum* (Annual/Italian Ryegrass) and *Eragrostis curvula* (Weeping Lovegrass) (ratio 1:1) is to be applied at an application rate of 6kg/ha (see PSZC 5.3 for sowing times), unless otherwise instructed in the project specification. Fertiliser is to be applied as per PSZC 5.2.

PSZB 5.4 Cutting of trees

Any tree branches which require removal are to be properly pruned and sealant applied to the cut surface, if required.

The Contractor's attention is drawn to Sub-clause 5.2.3.3 of SABS 1200 C with respect to work in indigenous forests.

Any indigenous trees or bush which require removal in terms of the project, and which have not been identified in the project specification or EMP, are to be timeously indicated to the Environmental Officer prior to work affecting them.

PSZB 5.5 Landscape Preservation and Conservation of Flora

Notwithstanding Clause 5.7 of SABS 1200 C, the Contractor will be required to transplant designated plants to alternative locations as specified in the project specification or identified by the Environmental Control Officer, upon the instruction of the Engineer.

Transplanting shall be undertaken by employing the following method:

Removal

- Mark the orientation of the tree/shrub (for example, the north-facing side of the trunk indicated by a small arrow made with indelible ink) trunk. Do not scratch a mark on the surface of the trunk;
- Delineate a circle from the trunk with a radius equivalent to the drip-line of the tree, or as indicated by the Environmental Control Officer on site;
- Excavate the tree with an intact rootball.

Replanting

- A hole 500 mm larger in diameter than the anticipated rootball must be prepared in advance of the tree removal in order that the tree can be replanted immediately;
- The tree must be positioned as per its original orientation;
- A planting method known as 'puddling' must be employed. This method involves the addition of soil and water simultaneously to expel air from the planting hole. Place the tree in its new hole, making sure the top surface of the rootball is level with the ground level. Place a hose pipe in the hole and leave it running whilst extra soil is added around the rootball;
- 'Compact' the tree in the hole and attach tree stays for stabilisation.

Compensatory planting of species may be required should transplantation not be feasible, as indicated in the project specification or upon instruction of the Engineer.

PSZB 6 EARTHWORKS

PSZB 6.1 Backfill material

With reference to SABS 1200 DB sub-clause 3.5, no material stripped or excavated which is classed, in terms of this specification, as topsoil, may be used as backfill in any excavation.

PSZB 6.2 Excavation and backfilling

During excavation 'conservation of topsoil', as specified in PSZB 5.3 above will apply.

Excavated material is to be stockpiled along a pipeline trench within the working servitude, unless otherwise authorised.

Surplus excavated soft, intermediate, and hard rock material shall not be disposed of along the pipeline trench as indicated in SABS 1200 DB sub-clause 5.6.3 and 5.6.4 but shall be removed to a spoil site (see PSZB 15 below) designated during the project if applicable, or agreed by the Engineer in conjunction with the Environmental Control Officer and Project Manager.

In certain cases, for example, to help stabilise the disturbed area or to reinstate the natural aesthetics of an area, excess excavated intermediate and hard material may be disposed of in a designated manner along a pipeline trench, as indicated by the Environmental Control Officer and Project Manager, or in the project specification. In this case, rock material shall not exceed 250 mm in maximum dimension (see PSZC 2.1).

In terms of SABS 1200 DB 5.6.5 and SABS 1200 LB 3.4.2, deficiency of backfill material shall not be made up by excavation within the free haul distance of 0.5 km of site, without the prior approval of the Engineer of the source of the material. Where backfill material is deficient, it should ideally be made up by importation from an approved borrow pit (i.e. one which operates within the ambient of an EMPR.) (See also PSZB 14 below).

The Contractor will backfill in accordance with the requirements of progressive reinstatement.

The maximum length of the open trench shall be specified in the project specification.

PSZB 7 SAFETY

All works which may pose a hazard to humans and animals are to be adequately protected and appropriate warning signs erected. The Contractor's attention is drawn to SABS 1200 D section 5.1 in this regard.

With reference to SABS 1200 D 5.1.1.3, where blasting is required in terms of the project, the Contractor will ensure that all structures in the vicinity that could be affected by the activity will be inspected and their condition photographically recorded (as necessary), prior to blasting.

Notice of intent to blast is to be provided to landowners timeously.

Speed limits, appropriate to the vehicle driven, are to be observed at all times on access roads. Operators and drivers are to ensure that they limit their potential to endanger humans and animals at all times, by observing strict safety precautions.

PSZB 8 PLANT

PSZB 8.1 Silencing of plant

With reference to SABS 1200 A amend: "built-up areas": to read as "all areas within audible distance of residents (albeit urban, peri-urban or rural areas)."

Appropriate directional and intensity settings are to be maintained on all hooters and sirens.

Silencer units on equipment and vehicles are to be maintained in good working order.

Construction activities are to be confined to normal working hours (07h30 - 17h00) Mondays to Saturdays, except for the activities designated to be carried out at night.

PSZB 8.2 Appropriate use of plant

The Contractor will at all times use plant which is appropriate to the task in order to minimise the extent of damage to the environment.

PSZB 9 DEALING WITH WATER ON WORKS

PSZB 9.1 Disinfection of Potable Water Infrastructure

Disinfection water is to be neutralised before release of this water to the environment.

PSZB 9.2 Discharge of water from site

Any water which is discharged from site is to comply with the relevant Water Quality Guidelines implemented by DWAF.

Water discharged to the stormwater/sewer system may only be done so with the permission of the relevant local authority.

PSZB 10 CONTROL OF EROSION

Surface erosion protection measures will be required to prevent erosion where slopes are steeper than 1:8 on all soil types.

Erosion protection measures required may include all or some of the below, as specified in the project specification or upon instruction of the Engineer in conjunction with the Environmental (Control) Officer:

- use of groundcover or grass
- construction of cut-off berms (earth and/or rockpack) - these are to be angled across the contour and normally would approximate an angle of 30° from the bisector of the contour.
- placing of brushwood on bare surface;
- pegging of wattle trunks or branches along the contour;
- hard landscaping, e.g. use of Loffelstein walls, ground anchors, gabions, etc.

Scour chambers are to be fitted with energy dissipaters, or the jet of water directed onto a protected (i.e. grouted stone pitching/ rock pack/ reno mattress) area to dissipate water velocity and to control and prevent erosion.

Stormwater drainage measures might be required on-site to control runoff and prevent erosion.

SZB 11 CONTROL OF POLLUTION

No waste in a solid, liquid, or gaseous state shall be emitted from or spilled on the site without the approval of the Engineer.

No mixed concrete shall be deposited directly onto the ground prior to placing. A board or other

suitable platform is to be provided onto which the mixed concrete can be deposited whilst it awaits placing.

Excess concrete from mixing shall be deposited in a designated area awaiting removal to an approved landfill site.

The Contractor will contain wash water from cement mixing operations, by directing the water into a sump for collection. The material contained in the sump will be removed to an appropriate landfill site.

No concrete rubble shall be present at the site.

Liquid wastes will not be disposed of in stormwater drains. They may be disposed of to sewer only if permitted by (local council) legislation.

In the event of pollution of a water body (including sediment loading), the Contractor will provide alternative water supply to users of that water body until the quality of the water body is restored to its previous unpolluted state. For the sake of this clause, pollution is deemed to be a state which is substandard to the normal quality of the water body but is not necessarily in contravention of the South African Water Quality guideline standards for a prescribed activity.

Any ancillary damages resulting from pollution of a water body will be repaired/remediated at the Contractor's cost.

Where, due to construction requirements, pollution of a water body may potentially occur, the Contractor is to ensure adequate measures (e.g. attenuation/ settlement dams/oil absorbent products) are in place to prevent pollution. A method statement is to be provided to this effect (see PSZB 1).

PSZB 12 CONTROL OF FIRE

The Contractor will ensure he has the necessary firefighting equipment on site in terms of SABS 1200. This will include at least rubber beaters when working in 'veld' areas, and at least one fire extinguisher of the appropriate type when welding activities are undertaken, irrespective of the site.

PSZB 13 USE AND MAINTENANCE OF ACCESS FACILITIES

PSZB 13. Responsibility

The Project Manager [not the Contractor (SABS 1200 AD 5.3.1)] will be responsible for obtaining permission for temporary and permanent rights of way over all private property affected by project activities.

The Project Manager will ensure that the Contractor has kept a photographic record of all access facilities and that these are reinstated to a state not worse than upon commencement of the project and to the satisfaction of the landowner (notwithstanding that the project's objective is not to upgrade landowners' access roads).

PSZB 13.2 Fencing

Temporary fencing is to consist of 1.2 m bonnox fencing, or similar, suitably tensioned and supported on 1.8 m fencing standards at 3 m intervals, with all necessary straining posts and stays.

All temporary fencing as indicated by the Engineer is removed on completion of the contract.

PSZB 13.3 New Access Roads

Any construction roads created for execution of the project are to be designed to incorporate adequate drainage and water attenuation structures.

Any access roads which incorporate 'cut and fill' aspects and/or which are to be surfaced during construction are to be authorised by the Environmental Control Officer and Project Manager. Prior to the construction of the road, the Contractor will be required to provide a sketch plan of the road layout (referenced to local topographic, natural, and man-made structures). Slope steepness, road width, drainage structures and their frequency will need to be documented and accompany the sketch layout.

Construction access roads may not be wider than that necessary (maximum width 4 m) for movement of vehicles in one direction only. Should two-way traffic be required, points people are to control vehicle movement on the 'single lane' road or passing bays are to be used where specified in the project specification or as identified by the Engineer in conjunction with the Environmental Control Officer, unless otherwise stated in the project specification.

The cut and fill slopes of permanent roads will require grassing, as specified in the project specification or by the Environmental Control Officer, to increase stability and reduce aesthetic impacts. Hard landscaping may be required as per the project specification.

Temporary construction roads will require rehabilitation on completion of construction activities for which they were required. These roads will require rehabilitation as per PSZC 4 or as specified in the project specification. In the case of access 'tracks', only ripping to loosen compaction will be required unless otherwise stated by the Environmental Control Officer or project specification.

Access roads created by the project may only remain unrehabilitated on the written request of the landowner, with his acceptance of the state of the road and a clause that the landowner accepts all responsibility for the road and its state.

PSZB 13. Maintenance of Existing Access Roads

The Contractor will record, photographically, the state of existing roads which are to be used for access, prior to plant utilising these roads.

During the contract period, the Contractor will ensure that all existing water attenuation and drainage structures are maintained in a state in which they can optimally perform their function.

Upon completion of the construction period, the Contractor will ensure that the access roads are returned to a state not worse than prior to construction commencing.

PSZB 14 BORROW PITS

Where the Contractor is required to import material this shall be from commercial sources or borrow areas specified in the project specification.

The Contractor may source material from alternative borrow pits provided: the site location; method of winning material and reinstatement and rehabilitation are environmentally acceptable and approved by the Environmental Control Officer.

In this regard, the Contractor shall give the Environmental Control Officer in writing, 30 days prior to opening up alternative borrow pits the following information for acceptance:

- quantities of borrow material required;
- method statement for excavation of material including depth and extent of excavation;
- anticipated 'active life' of the borrow area;

- proposal for reinstatement and rehabilitation of borrow area, including final profile;
- written approval from the landowner/ relevant authority that material may be removed from their land subject to their stated conditions, requirements, and royalties, and if the proposal is acceptable to the Environmental Control Officer.

Development and rehabilitation of borrow pit areas are likely to include the following activities (but these must not be regarded as exhaustive):

- Stripping and stockpiling of topsoil as per PSZB 5.3 of this specification;
- Removal (to a nominal depth of 500 mm) and stockpiling of sub-soil;
- Infill of borrow pit with spoil material;
- Contouring of borrow pit to approximate natural topography and/ or reduce erosion impacts on the site;
- Placement of excavated subsoil over spoil material;
- Placement of stripped topsoil on subsoil;
- Grassing of topsoil in terms of clause PSZC 4 of this specification.

The Contractor is to familiarise himself with the requirements of the Minerals Act No 50 of 1991 in terms of borrow pit development, and the requirements of the EMPR, as applicable.

PSZB 15 SPOIL SITES

Where the Contractor is required to spoil material, spoil sites must be identified which are environmentally acceptable and approved by the ECO, unless spoil site areas have been identified in the project specification, in which case these will be the designated spoil sites.

If no spoil sites have been previously identified together with reinstatement and rehabilitation criteria, the Contractor is to provide the following information to the E(C)O at least 30 days prior to requiring sites to spoil material:

- the location, description of, and access to alternative sites identified in order that they may be assessed;
- the quantity of material to be spoiled;
- the type of material to be spoiled (i.e. blast rock/ excavated rock/ soft shale/ subsoil etc.);
- the proposed method of spoiling;
- the proposed reinstatement and rehabilitation plan including final profile;
- written approval from the landowner/ relevant authority that material may be spoilt on land subject to their stated conditions and requirements and if the proposal is acceptable to the ECO.

Development and rehabilitation of spoil areas are likely to include the following activities (but these must not be regarded as exhaustive):

- Stripping and stockpiling of topsoil as per PSZB 5.3 of this specification;
- Removal (to a nominal depth of 500 mm) and stockpiling of sub-soil;
- Placement of spoil material;
- Contouring of spoil site to approximate natural topography and/ or reduce erosion impacts on the site;
- Placement of excavated subsoil over spoil material;
- Placement of stripped topsoil on subsoil;
- Grassing of topsoil in terms of clause PSZC 4 of this specification.

PSZB 16 NUISANCE

PSZB 16.1 Dust

At all times the Contractor shall control dust on the site, access roads, borrow pits and spoil dumps with water, chemical soil stabilisers, or temporary surfacing as specified in the project specification or upon instruction of the Engineer.

Dust control shall be sufficient so as not to have significant impacts in terms of the biophysical and social environments. These impacts include visual pollution, decreased safety due to reduced visibility, health aspects, and ecological impacts due to dust particle accumulation.

On gravel or earth roads, vehicle speeds may not exceed 30 km per hour.

PSZB 16.2 Noise

The operational layout of the construction site is to be designed to control and reduce noise from source (see clause PSZA 1).

Machinery and vehicle silencer units are to be maintained in good working order. Offending machinery and /or vehicles will be banned from use on-site until they have been repaired.

Construction activities generating output levels of 85 dB(A) or more (excessively noisy), in residential areas, are to be confined to working hours (08h00 - 17h00) Mondays to Fridays only.

'Normal' or 'noisy' working hours may only be extended with the prior written approval of the Project Manager, who has been notified, at least 7 days in advance, of the impending work requiring extension.

The Project Manager will ensure that the neighbours are timeously forewarned of imminent noisy activities.

Should community complaints be received with regard to noise generation, the Contractor will, at the discretion of the Project Manager and Environmental Control Officer, provide an independent and registered noise monitor to undertake a survey of noise output levels from site, and implement measures to reduce noise to legislated levels.

PSZB 16.3 Visual

All site establishment components, as well as equipment, will be positioned to limit visual intrusion to neighbours (see clause PSZA 1 above).

The type and colour of roofing and cladding materials are to be selected to reduce reflection.

Security lighting (both temporary and permanent) and lighting required for specific works activities must be placed such that it is not a nuisance to residents and the general public.

PSZB 16.4 Interference with neighbours and public

No construction staff may approach site neighbours, for whatever reason, without the knowledge and permission of the Project Manager.

Complaints from neighbours and public with regard to interference from contract staff will be regarded in a serious light, and the offender(s) may be subject to disciplinary action.

PSZB 16.5 Disruption of Services

Disruption of services, e.g. road access, water, and electricity, must be kept to a minimum at all times.

Where service disruption is unavoidable, the Contractor is to advise the Project Manager (at least 7 days in advance), who in turn will timeously warn the affected parties.

PSZB 17 SPECIAL ENVIRONMENTS

PSZB17.1 Wetlands

Pipeline trenches that traverse wetlands shall be constructed as specified in the project specification. The Contractor will submit a method statement for work in wetland areas as per PSZB 1.1

Construction may not permanently alter the surface or subsurface flow of water through the wetland.

The Contractor shall submit a method statement for review at least 14 days prior to commencing construction in a wetland.

The Contractor will remove all wetland vegetation with their root ball intact. This vegetation is to be kept moist at all times. It is to be placed in the shade and covered with a moistened hessian cloth until replanting, which is to be undertaken immediately surface reinstatement is complete.

No construction materials may be stockpiled in any wetland areas.

The pre-construction profile of the wetland shall be returned to one similar to before construction, with no created "ridge or channel" features present.

PSZB 17.2 River/ stream courses

The Contractor shall submit a method statement for review 14 days prior to commencing construction. The method statement should highlight (but not be confined to) the following issues:

- detailed plan of crossing including pipe protection works;
- how water flow will be diverted during construction (if applicable);
- containment of contaminated runoff and wastewater;
- width of working servitude (if not already detailed in project specification);
- final expected profile of river/ stream banks;

- reinstatement and rehabilitation of river/ stream banks.

The Contractor will remove herbaceous riparian vegetation as indicated in the project specification or by the Environmental Control Officer, with their root ball intact. This vegetation is to be kept moist by means of placing it in the shade, covered with moistened hessian cloth until it is replanted.

The Contractor shall not modify the banks or beds of a watercourse unless as specified in the project specification.

Rocks for use in gabion baskets/reno mattresses may not be obtained from a water course.

The Contractor will not pollute any water body as a result of construction activities (see also PSZB 11).

The Contractor shall not cause any physical damage to any aspects of a water course, other than those necessary to complete the works as specified and in accordance with the accepted method statement

Where a stream or river crossing requires the diversion of water, a method statement is to be provided to the Environmental Control Officer in this regard for review.

PSZB 18 MEASUREMENT AND PAYMENT

Measurement and payment for compliance with clauses of the specification will be made as follows. All other costs of compliance are deemed to be included in the Contractor's rates.

<u>Item</u>	<u>Unit</u>
a) Areas occupied/ Demarcation of Site	
Wooden Stakes	
Supply installation and removal on completion per linear meter of boundary staked	m
b) Site Clearance	
Site Clearance as specified shall be scheduled in SABS 1200 and shall include the costs of complying with this specification	
c) Conservation of Topsoil	
Measurement for this item will be per m ³ and will be inclusive of clearing and grubbing all in one operation.	
Removal and replacement of topsoil as specified shall be as scheduled in the relevant SABS 1200 specification (SABS 1200 D)	
Grassing of temporary topsoil stockpiles	
(i) Supply of materials and planting as specified	m ²
(ii) Maintenance by watering, weeding, and fertilising	m ²
d) Landscape preservation and Conservation of flora	
Transplanting of trees/ shrubs of main stem girth:	

a) up to 400 mm Sum

b) over 400 mm Sum

The rate shall include removal, replanting, and watering of plants as specified.

e) Control of Fire

Provision of firefighting equipment as specified shall be scheduled in SABS 1200 A, AA, AD, and AH.

f) Temporary Fencing

Supply, installation, maintenance, and removal of temporary fencing as per

specification m

g) Nuisance

(i) Dust

Control of dust, as specified, shall be scheduled in the applicable SABS 1200 specification

h) Special Environments

(i) Wetlands

Removal of vegetation with intact root zone (minimum depth 150 mm) m²

PSZC

REINSTATEMENT AND REHABILITATION

Scope: The intention of this section is to ensure that the condition of the areas disturbed by the project is returned to a state that approximates what they were before the project or better, within reason. The concept of progressive reinstatement is fundamental to cost-effective (both financial and environmental) rehabilitation of a site. This concept must be followed at all times. Where landscaping is utilised, the concept is to utilise and restore indigenous plants to the site, in terms of the concept of xeriscaping.

Reinstatement will be required for all areas disturbed by the project. For pipeline projects, this will include the full working servitude, not just the top of actual excavation as per SABS 1200 DB (subclause 5.9.1.1)

Reinstatement and rehabilitation will ensure that all areas disturbed by the project are returned, within reason, to a state not worse than before the project commenced.

The Contractor will reinstate and rehabilitate all disturbed areas outside of the demarcated working area (as defined in terms of clause PSZB 2 or the project specification) at his own cost and to the satisfaction of the Environmental Control Officer and Project Manager.

PSZC 1

HOUSEKEEPING

All areas are to be cleared of rubble associated with construction. This includes the removal of surplus materials, excavation, and disposal of consolidated waste concrete and concrete wash water, litter, etc.

All soil contaminated by hydrocarbons, for example from leaking machines, refuelling spills, etc.,

is to be excavated to the depth of contaminant penetration, placed in 200 litre drums, and removed to an appropriate landfill site.

PSZC 2 FINISHING

PSZC 2.1 Final Grading

Final levels of all disturbed areas are, where feasible in terms of the project requirement, to be consistent with the natural topography of the area.

In certain instances, it will be acceptable to reinstate rock onto a works area (e.g. pipeline servitude), provided that that rock does not exceed 250 mm in maximum dimension and is placed in a manner consistent with the natural surroundings as indicated by the Environmental Control Officer and Project Manager.

All drainage lines affected by construction are to be reinstated to approximate their original profile. Where this is not feasible due to technical constraints, the profile is to be agreed upon by the Environmental Control Officer and Project Manager.

All compacted (disturbed) areas (including stockpile areas) are to be ripped (along the contour) to a depth of 150 mm prior to the replacement of topsoil.

PSZC 2.2 Topsoiling

Topsoil is to be replaced to a minimum depth of 100 mm.

Topsoil is not to be compacted, but once replaced is to be scarified (to a depth of 50mm) consistent with the natural contour.

If insufficient topsoil is available, subsoil or similar material may be used that may be a suitable substrate after addition of soil improving substances e.g. compost, pH rectifiers (lime or gypsum), etc. Soil testing may be required at an approved facility.

PSZC 3 REINSTATEMENT OF WATER COURSES AND WETLAND AREAS

The Contractor will ensure that water course banks are returned to their original profile unless the project specification states otherwise.

The surface reinstatement of wetland areas is to ensure that no depressions remain which could act as channels for preferential water flow thereby affecting the hydrological regime of the wetland.

The Contractor will preserve all riparian and wetland vegetation for use in rehabilitation of those environments. This vegetation is to be kept moist at all times. It is to be placed in the shade and covered with a moistened hessian cloth until replanting, which is to be undertaken immediately surface reinstatement is complete.

Plants are to be, as nearly as possible, replanted in areas from which they were removed.

PSZC 4 VEGETATION RE-ESTABLISHMENT

The Contractor will ensure that all areas disturbed by contract activities are revegetated to the specified standard.

This standard is deemed to be an 85 % cover with no areas in excess of 0.04 m² / m² remaining unvegetated.

Revegetation shall match the vegetation type which previously existed (e.g. kikuyu pastures are

to be returned to kikuyu pasture; 'veld' grass to 'veld' grass, etc.), unless stated otherwise in the project specification.

Prior to re-grassing, and if required:

- the area is to be scarified or ripped (along the contour) to a depth of 50 mm to loosen compaction.
- weeds present on site are to be removed.

e-grassing, where required, will be either by means of seeding, instant turf (sods), sprigs or plugs as specified in the project specification or as specified by the ECO.

Where sprigs or plugs are utilised, they are to be planted at 200 mm centres. The fertiliser shall be applied as per PSZC 5.2. During summer, 25mm of irrigation shall be applied each week until reasonable (60%) ground cover has been obtained. During winter 15mm of irrigation shall be applied each week until reasonable (60%) ground cover has been obtained. The amount of irrigation to be applied will make up the difference between rainfall recorded on site and minimum requirement.

Where instant turf is utilised, it shall be laid as specified in the project specification. The fertiliser shall be applied as per PSZC 5.2. During summer, 25mm of irrigation shall be applied each week until all the turf is visibly growing. During winter 15mm of irrigation shall be applied each week until all the turf is visibly growing. The amount of irrigation to be applied will make up the difference between rainfall recorded on site and minimum requirement.

Grassing shall be undertaken by a specialist grassing Sub-contractor unless permission is granted otherwise by the Engineer upon receipt of a written motivation from the Contractor.

The Contractor shall state in writing when the regrassing operation will commence and its expected duration (dates).

Grassing in 'veld' areas is to be undertaken as per PSZC 5 below. *Cynodon dactylon* species may be excluded or substituted from this mixture at the discretion of the Environmental Control Officer, or as specified in the project specification. The seed bulk may be made up with the *Eragrostis tef*.

PSZC 5 "VELD GRASS" GRASSING SPECIFICATION

The area to be grassed should be estimated and converted to hectares,

e.g. 100m X 100m = 10 000m² = 1ha. All fertilizer and seeding rates used in this specification are with respect to hectares.

PSZC 5.1 Regional areas

For re-grassing three distinctive areas within Ugu's Water's operational area exist. These are defined as:

- The coastal area (a narrow band running from the coast to ≈15km inland of the coast)
- The coastal hinterland (a broadband (≈50km wide), generally defined as westwards of the coastal belt, and below 800m a.s.l.)
- the area above ≈ 800m a.s.l. (also called the Midlands area).

PSZC 5.2 Fertiliser

Standard 2:3:2 (N:P: K) fertiliser shall be used on all sites.

The rate of application will be:

(i) 200 kg/ha in the Coastal Hinterland areas, and

(ii) 300 kg/ha in the Midlands and Coastal areas.

PSZC 5.3 Planting times

Summer (including Spring) is considered to be between the 1 September and 28 (29) February.

Winter (including Autumn) is considered to be between 1 March and 31 August.

Re-grassing will be undertaken (as far as possible) in summer as germination and establishment of grasses are most effective, assuming reasonable spring rains.

Vegetation re-establishment is likely in many cases to be held off until this suitable growing season.

Hydroseeding with a winter mix will only be specified where re-grassing is urgently required and cannot wait until the summer season. In this case irrigation will be required as per PSZC 5.4 below.

PSZC 5.4 Establishment and Maintenance

During summer, 25mm of irrigation shall be applied each week until reasonable (60%) ground cover has been obtained.

During winter (where annual ryegrass is specified) 15mm of irrigation shall be applied each week until reasonable (60%) ground cover has been obtained.

If rapid establishment is required, additional watering may be necessary as specified in the project specification

The amount of irrigation to be applied will make up the difference between rainfall recorded on site and the minimum requirement.

PSZC 5.5 Grass Seed Selection and Application Rates

The specific seed selection and application rates for each of the defined areas are covered separately, as follows.

PSZC 5.5.1 Coastal area

Summer mix (1 September - 28 February)

Grass species	Common name	General application rate (kg/ha)
Eragrostis tef	Teff	5
Eragrostis curvula	Weeping lovegrass	10
Chloris gayana	Rhodes grass	10
Digitaria eriantha	Smuts' fingergrass	5

Total		30
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Winter mix (1 March - 31 August)

Grass species	Common name	General application rate (kg/ha)
Lolium multiflorum cultivar - Midmar	Annual/Italian rye grass	10
Eragrostis curvula	Weeping lovegrass	10
Chloris gayana	Rhodes grass	5
Total		25

PSZC 5.5.2 Coastal hinterland.

Summer mix (1 September - 28 February)

Grass species	Common name	General application rate (kg/ha)
Eragrostis tef	Teff	5
Eragrostis curvula	Weeping lovegrass	10
Chloris gayana	Rhodes grass	10
Cenchrus ciliaris	Blue buffalo grass	2
Cynodon dactylon	Couch/Kweek/Star grass	10
Total		37

Winter mix (1 March - 31 August)

Grass species	Common name	General application rate (kg/ha)
Lolium multiflorum cultivar - Midmar	Annual/Italian rye grass	10
Eragrostis curvula	Weeping lovegrass	10
Chloris gayana	Rhodes grass	5
Cenchrus ciliaris	Blue buffalo grass	2
Cynodon dactylon	Couch/Kweek/Star grass	3
Total		30

PSZC 5.5.3 Midlands area

Summer mix (1 September - 28 February)

Grass species	Common name	General application rate (kg/ha)
Eragrostis tef	Teff	4
Eragrostis curvula	Weeping lovegrass	10
Chloris gayana	Rhodes grass	10
Digitaria eriantha	Smuts' fingergrass	2
Cynodon dactylon	Couch/Kweek/Star grass	2
Paspalum notatum	Lawn paspalum	2
Total		30

Winter mix (1 March - 31 August)

Grass species	Common name	General application rate (kg/ha)
Lolium multiflorum cultivar - Midmar	Annual/Italian rye grass	10
Eragrostis curvula	Weeping lovegrass	10
Chloris gayana	Rhodes grass	5
Paspalum notatum	Lawn paspalum	2.5
Total		27.5

PSZC 5.6 Seeding Methods

Two methods are recommended, namely hydroseeding and hand-broadcasting. The required method shall be as specified in the project specification.

All seed supplied should be labelled in accordance with the Government Seed Act No. 20 of 1961 and the Contractor shall be required to produce such certification if requested by the Engineer.

PSZC 5.6.1 Hydroseeding

The Grassing Contractor shall be conversant with this method.

Cellulose pulp (consisting of either wood shavings, shredded straw, shredded paper or cotton waste) shall be added to the mix to be applied at a rate of 250 kg/ha.

In addition to the cellulose pulp, compost (consisting of either chicken litter, kraal manure, sugar

cane filter cake or mushroom compost) shall be incorporated at a rate of 5m³/ha (≈100 X 50kg fertiliser bags/ha).

PSZC 5.6.2 Hand-broadcasting

Fertiliser, at the appropriate rate, is to be distributed by hand in a manner to ensure that there is an even spread of fertiliser over the site. This is to be done prior to seeding.

The seed mix is to be weighed and made up in an appropriately large container which shall be stirred to ensure no settling out of the grass seed and a uniform distribution of the different types of seed.

The seed is to be distributed by hand in a regular grid broadcasting manner to ensure that there is an even spread of grass over the entire site.

The area seeded is to be raked over once the seed and fertiliser have been applied to incorporate these elements into the topsoil.

PSZC 5.7 General

Where there is a possibility of neighbourhood livestock grazing at a rehabilitated site these should, as far as is practicable, be excluded for the first 3 months of re-grassing.

PSZC 6 LANDSCAPING

Landscaping of the site may be required as indicated in the project specification.

Compensatory planting of trees or shrubs may be required should the transplantation of such not be successful in terms of PSZB 5.5 or due to plants removed in terms of PSZB 5.4

Planting of trees will be in accordance with the following method:

- All tree holes shall be square in plan;
- Tree holes shall be a minimum of 600 mm by 600 mm square by 700 mm deep;
- Holes are to be backfilled with excavated soil in a ratio of 3:1 with compost. The compost is to be weed-free and has been composted at temperatures in the order of 65°C. Where possible, any available topsoil should be placed in the hole at the level where the tree root ball will rest. A handful (half a cup) of each Superphosphate and 2.3.2 should be mixed into the soil-compost mix;
- The tree holes are to be backfilled to the point where the tree and its root ball are in the desired position. The tree is to be removed temporarily and the hole is filled with water and allowed to drain away. This operation of watering and draining should be repeated at least four times in order that the surrounding ground and hole are thoroughly moist. The tree is then to be replaced and the remaining soil replaced;
- All trees shall be tied (using a tree tie) to a suitable timber stake planted in the ground to a depth of at least 500 mm. The stake shall have a minimum diameter of 35 mm and shall be at least 300 mm higher than the planted tree;
- Water retaining basins of at least 500 mm diameters are to be formed around each tree;
- The Contractor is to apply at least 10 litres of water per tree per fortnight for a period of at least 3 months.

The planting of shrubs will be in accordance with the tree planting method with the exception that

the holes are to be a minimum of 400 mm by 400 mm square by 500 mm deep and that the tree stakes and ties are not required.

PSZC 7 ALIEN PLANT CONTROL

All sites disturbed by construction activities will be monitored for colonisation by invasive alien plant species.

The Environmental Control Officer will identify those plants which require removal during both the construction and maintenance period, for the Contractor's action.

The Environmental Control Officer will provide advice as to effective methods of removal and control of alien plant species.

PSZC 8 MEASUREMENT AND PAYMENT

Measurement and payment for compliance with clauses of the specification will be made as follows. All other costs of compliance are deemed to be included in the Contractor's rates.

Item	Unit
(a) Finishing	
(i) Final Grading	
Ripping of compacted and disturbed areas to 150 mm depth	m ²
Hand trimming	m ²
(ii) Topsoiling	
Replacement of topsoil to a minimum depth of 100 mm or such other depth as specified in the project specification	m ²
Scarification of replaced topsoil to a depth of 50 mm and final hand trimming using spades and rakes	m ²
Soil testing at an approved facility	sum per sample
Soil Improvements required prior to vegetation re-establishment:	
Compost (supplied, placed and mixed into the soil)	ton
pH Rectifiers (supplied, placed and mixed into the soil)	kg or ton
Fertiliser (2:3:2) (supplied, placed and mixed into the soil)	ton
(iii) Vegetation Re-establishment	
Hand-broadcasting with appropriate grass seed mix	m ² or ha
Deemed to be inclusive of soil preparation and improvements, materials and labour as specified in PSZC 5.	
Hydroseeding with appropriate grass seed mix	m ² or ha

Deemed to be inclusive of soil preparation and improvements,
materials and labour as specified in PSZC 5.

Sprig planting m² or ha

Deemed to be inclusive of soil preparation and improvements, materials and labour

Plug planting m² or ha

Deemed to be inclusive of soil preparation and improvements, materials and labour

Instant Turf m² or ha

Deemed to be inclusive of soil preparation and improvements, materials and labour

Maintenance m² or ha

Deemed to be inclusive of watering, weeding, etc.

(c) Landscaping

(i) Planting of trees in bag sizes:

a) up to and including 10 litre Sum

b) over 10 litre up to and including 20 litre Sum

c) over 20 litre Sum

(ii) Planting of shrubs in bag sizes:

a) up to and including 10 litre Sum

b) over 10 litre up to and including 20 litre Sum

The rate shall include a supply of plants and materials, preparation of plant holes, planting and maintenance until established.

PUBLIC COMPLAINTS REGISTER

DATE	COMPLAINANT'S NAME	DESIGNATION / AFFILIATION	REASON FOR COMPLAINT	ACTION TAKEN	ACTION BY	ACTION DATE

MONITORING OF COMPLIANCE WITH ENVIRONMENTAL SPECIFICATIONS

PROJECT NAME :

CONTRACT NUMBER :

PROJECT MANAGER :

ENGINEER'S REPRESENTATIVE /
SUPERVISOR :

CONTRACTOR :

CONTRACT PERIOD
(including start and completion dates) :

PERIOD COVERED :

REPORT PREPARED BY :

Signature

Environmental Control Officer REPORT

PROJECT NAME:

CONTRACT NO.

DATE OF SITE INSPECTIONS DURING REPORTING PERIOD:

Specification Breach	Spec. No.	Remedial Action Recommended	Due Date	Authority Responsible	Action Taken

PUBLIC COMPLAINTS

Complainant	Designation/ Affiliation	Date of complaint	Reason for Complaint	Action taken and date

GOOD PERFORMANCE REPORT

List any aspects of the Contract in which the Contractor is performing well and beyond that which is required in terms of the specification.

Photographs

Include photographs which illustrate aspects of non-compliance and good performance.

Photograph 1	Photograph 2
Caption	Caption

PART 4

ANNEXURES

C O N T E N T S

ITEM	ITEM TITLE	PAGE No.
1	PRO FORMA FORMS TO BE COMPLETED BY SUCCESSFUL TENDERER:	
1.1	PERFORMANCE GUARANTEE.	C4.1/3
1.2	AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT No. 85 OF 1993	C4.1/6
1.3	CERTIFICATE OF AUTHORITY	C4.1/8
1.4	DISCLOSURE STATEMENT (APPOINTMENT OF AD-HOC ADJUDICATION BOARD MEMBER)	C4.1/9
1.5	MONTHLY DATA SHEET	C4.1/10
1.6	NOTIFICATION OF CONSTRUCTION WORK	C4.1/11
2	LIST OF TENDER DRAWINGS	C4.1/14
3	OHS SPECIFICATION	-
4	BASELINE RISK ASSESSMENT	-
5	ENVIRONMENTAL MANAGEMENT PROGRAMME	-
6	SITE INFORMATION	-

1.1 PRO FORMA PERFORMANCE GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:

Physical address:

“Employer” means:

“Contractor” means:

“Employer’s Agent”
means:

“Works” means:

“Site” means:

“Contract” means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

“Contract Sum” means: The accepted amount inclusive of tax of R

Amount in words:

“Guaranteed Sum” means: The maximum aggregate amount of R

Amount in words:

“Expiry Date” means:

CONTRACT DETAILS

Employer’s Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate for Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Employer’s Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer’s Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

**1.2 PRO FORMA
AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL
HEALTH AND SAFETY ACT No. 85 OF 1993**

(Print clearly)

THIS AGREEMENT is made between

(hereinafter called the EMPLOYER of the one part, herein represented by

.....
in his capacity as

(hereinafter called the CONTRACTOR of the other part, herein represented by

.....
in his capacity as

duly authorised to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of:

CONTRACT No.

CONTRACT TITLE:

.....
for the construction, completion and maintenance of the works;

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993, as amended by OHSA Amendment Act No. 181/1933 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

1. 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 thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations, provided that should the EMPLOYER have prescribed certain arrangements and procedures, that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall on written demand, provide full details in writing of such investigation, complaint or criminal charge.

THUS SIGNED at for and on behalf of the
CONTRACTOR on this the day of 20

SIGNATURE

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1. 2.

THUS SIGNED at for and on behalf of the
EMPLOYER on this the day of 20

SIGNATURE

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1. 2.

**1.3 PRO FORMA
CERTIFICATE OF AUTHORITY FOR SIGNATORY TO SIGN AGREEMENT IN
TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No. 85 OF 1993,
AND CONSTRUCTIONS REGULATIONS (GOVERNMENT NOTICE 37305 07
FEBRUARY 2014) OR ANY AMENDMENT THERETO.**

The signatory for the company that the CONTRACTOR in terms of the above-mentioned Contract and the Mandatary in terms of the above-mentioned ACT shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the board of directors. An example is given below:

(Print clearly)

"By resolution of the board of directors passed at a meeting held on 20.....

Mr/Mrs/Ms

whose signature appears below, has been duly authorized to sign the AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No. 85 OF 1993, AND CONSTRUCTIONS REGULATIONS (GOVERNMENT NOTICE 37305 07 FEBRUARY 2014) OR ANY AMENDMENT THERETO on behalf of

(Name of Company)

SIGNED ON BEHALF OF THE COMPANY

SIGNATURE

NAME OF SIGNATORY (*Capitals print*) :

CAPACITY OF SIGNATORY

WITNESSES 1. Signature

Name

Date

2. Signature

Name

Date

1.4 PRO FORMA DISCLOSURE STATEMENT

(Please note that words in italics within brackets are items which should be stated)

(Date)

Contract: *(Name)*

Contractor: *(Name)*

Employer: *(Name)*

Employer's Agent: *(Name)*

Dear Sirs

I am willing and available to serve as ad-hoc Adjudication Board Member in the above mentioned Contract.

In accordance with the General Conditions of Contract for Construction Works Adjudication Board Rules relating to disclosure statements by selected or nominated persons to the adjudication, I hereby state that:

- I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.
- I have had no previous involvement with this project.
- I do not have any financial interest in this project.
- I am not currently employed by the Contractor, Employer or Employer's Agent.
- I do not have any financial connections with the Contractor, Employer or Employer's Agent.
- I do not have or have not had a personal relationship with any authoritative member of the Contractor, Employer or the Employer's Agent which could affect my impartiality.
- I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived to affect same.

Should there be any deviation from the foregoing statements, details shall be given.

I further declare that I am experienced in the work which is carried out under the Contract and in interpreting contract documentation.

Name in full:

Signature:

**1.5 PRO FORMA
MONTHLY DATA SHEET: LABOUR DAYS, BENEFICIARY INFORMATION &
DAILY SITE ATTENDANCE REGISTER**
*(To be completed by the CONTRACTOR and submitted to the EMPLOYER'S AGENT with his
monthly payment statement)*

**1.6 PRO FORMA
NOTIFICATION OF CONSTRUCTION WORK**

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
REGULATION 3 OF THE CONSTRUCTION REGULATIONS, 1993**

NOTE: THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

ALL PRINCIPAL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR OF THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

1(a) Name and postal address of principal Contractor:

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

1(b) Name and telephone number of principal Contractor's contact person:

.....Tel:

2. Principal Contractor's compensation registration number:

3(a) Name and postal address of Client:

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

3(b) Name and telephone number of Client's contact person or agent:

.....Tel:

4(a) Name and postal address of designer(s) for the project:

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

4(b) Name and telephone number of designer(s) contact person:

.....Tel:

5. Name and telephone number of principal Contractor's construction supervisor on site appointed in terms of Regulation 6(1):

.....Tel:

6. Name(s) of principal Contractor's sub-ordinate supervisors on site appointed in terms of Regulation 6(2):

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

7. Exact physical address of the construction site or site office:

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

8. Nature of the construction work:

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

9. Expected commencement date:

10. Expected completion date:

11. Estimated maximum number of persons on the construction site:

12. Planned number of contractors on the construction site accountable to principal Contractor:

.....

13. Name(s) of contractors already chosen:

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

SIGNATURES: Date
Principal Contractor

..... Date
Client

2 LIST OF TENDER DRAWINGS

List of Tender Drawings as included under Volume 2 of the Tender Documentation:

[illegible]

130 892MM BOUNDARY LINE

1m High palisade fence with

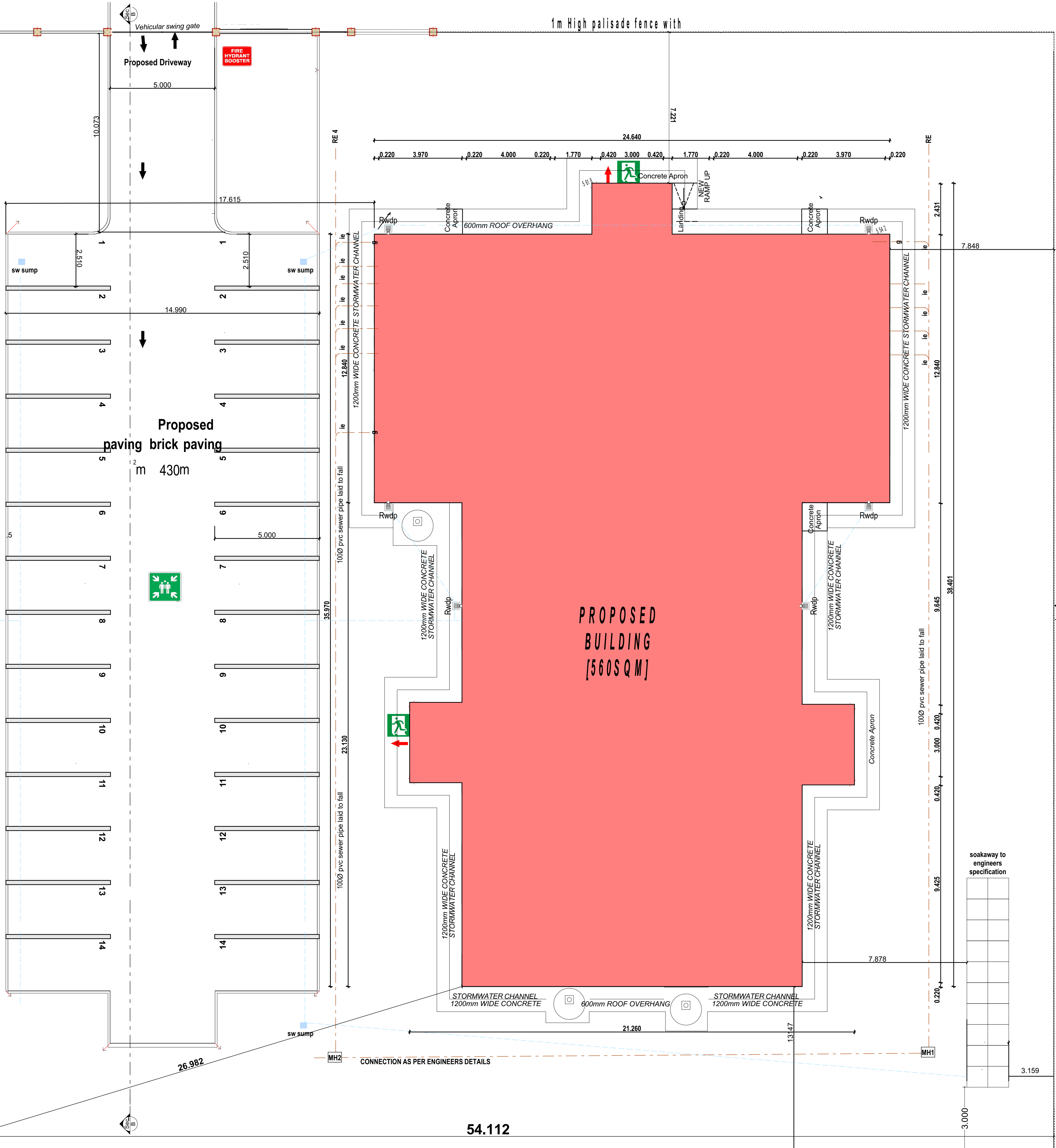
53.515

54.112

1m High palisade fence with

54 210MM BOUNDARY LINE

SITE PLAN
SCALE 1:100



SCHEDULE OF AREAS

AREA	SQM
Site	14 657.0
Actual FAR	493.3
Actual Coverage	625.3
Proposed Area	560.0

STORMWATER VOLUME

AREA	SQM
Site Area	14 657.0
Roofed Area	625.3
Total Area	625.3
Stormwater Volume	40m³ = 1000litres
40m² = 1m³ = 1000 litres	
640/ 40m² = 20.1m³	
20.1m³ x 1000 = 20 100 litres	

GENERAL NOTES:

1. ALL LEVELS TO BE CHECKED ON SITE BEFORE WORK COMMENCES
2. NGL IN APPROXIMATE POSITION ONLY
3. WRITTEN DIMENSIONS TO BE TAKEN IN PREFERENCE TO SCALING
4. ALL REINFORCED CONC. BEAMS, COLUMNS AND SLABS ARE TO BE BUILT STRICTLY IN ACCORDANCE WITH PROFESSIONAL ENG. DETAILS AND UNDER HIS SUPERVISION
5. PRE-CAST LINTOLS TO BE PROVIDED OVER ALL DOORS & WINDOWS
6. DPC WHERE NECESSARY
7. 5% SOIL POISON UNDER ALL SURFACE BEDS & DRIVEWAYS
8. ALL GLAZING TO COMPLY WITH PART N OF SABS 0400
9. ALL DISCREPANCIES AND OMISSIONS ARE TO BE BROUGHT TO THE ARCHITECTS ATTENTION IMMEDIATELY
10. NO WALLS OR FOUNDATIONS TO ENCROACH OVER BOUNDARY
11. L.E'S TO BE PROVIDED AT ALL BENDS AND JUNCTIONS
12. WASTE PIPES AND VENTS TO BE 50 DIA. PVC
13. SOIL PIPES AND VENTS TO BE 100 DIA. PVC
14. ALL TRAPS TO BE 'P' TYPE
15. ALL VENT PIPES TO BE STUB STACKS
16. ALL BUILDING WORK TO COMPLY WITH SABS 0400
17. ALL FOUNDATIONS TO BE TAKEN DOWN BELOW NGL

#.DAMP PROOFING
FLOOR slabs to be laid on 250 micron USB Green lapped at a minimum of 150mm and lapped on the loading edge, on selected backfill treated with approved termite poison and compacted to at least 95% of Mad. AASHTD. To comply with SANS 10400, Part k.

#.FLOORS
Unless otherwise stated on drawings, all floors to be of class 19/25 MPa concrete reinforced with Ref. 193 welded mesh.
Brass weather strip to be set in to the floor screed across the full width of all external door openings.

#.WALLS
FOUNDATIONS WALLS
All foundations walls to be of SABS approved bricks for foundations, built in stretcher bond properly bonded. Joints and holes shall be filled solid

BRICK WALLS
Black embossed brikgrip 375 micron PVC waterproofing mambrens along fullwidth and length of external walls at top of floor level. To comply with SANS 10400 Part k.
Brick walls shall be built in stretcher bond properly bonded every course with SABS approved bricks for the application used, 4 courses equals 340mm. Joints and holes shall be filled solid especially in external walls. Rake out joints for good plaster key where to be plastered.
Ties for roof trusses etc. shall be hoop iron, 30 x 1.6mm, built in at least 10 courses where possible.
Brick force shall be built in all around in the first joint above DPC level and first 2 joints above window head. Remainder of substructure and super structure brickwork shall be reinforced every 4th course. Brick forced / brick ties to comply with SANS 10400 and relevant SANS codes.

Ties for roof trusses etc. shall be hoop iron, 30 x 1.6mm, built in at least 800mm where possible.
pre stressed concrete lintels to be used (same width as block) shall comply with manufacture's instructions.

#. DOORS AND WINDOWS
Doors and windows frames as specified in Door and Windows Schedules.

#. GLAZING
All glazing shall comply with SANS 10137 and AAAMSA regulations.

#. ROOFING
All roofing material and underlay as mentioned on drawings to be SABS approved and fixed strictly in accordance with the manufacture's specifications.
All roof trusses, together with bracing, to be designed and manufactured by an approved plate nail (Dangrell, Mitek) truss manufacturer in accordance with the relevant SANS codes. All trusses exceeding a span of 10m to have an engineer's certificate. No site manufactured trusses will be allowed.
Wall plates to be 114 x 38 v5 SAP in case of brick Walls and 78 x 50 v5 SAP in case of concrete block Walls, securely fitted to walls.

#. SEWER AND SANITARY INSTALLATION
all sewer and sanitary installations to comply with SANS 10400 Part P and the local authority's bylaws.

NOTE
#. ELECTRICITY
ALL Electrical work to be done as per Specialists.

ALL WORK TO BE CARRIED OUT STRICTLY IN ACCORDANCE WITH NATIONAL BUILDING REGULATIONS.

PROJECT MANAGERS



ARCHITECTS



GAZU M PROJECTS.
OFFICE 7A
92 CROMPTON STREET
PINE TOWN
3600
TEL: 031 714 9431
CELL: 083 9903 403
E-MAIL: info@gazumprojects.com

CLIENT:



PROJECT

**CONSTRUCTION OF EDENDALE UNIT
CC COMMUNITY HALL IN WARD 22
FOR DOMESTIC COMMERCIAL AND
INDUSTRIAL PROJECTS**

OCCUPATION CLASSIFICATION

CLASSIFICATION_C1 EXHIBITION HALL

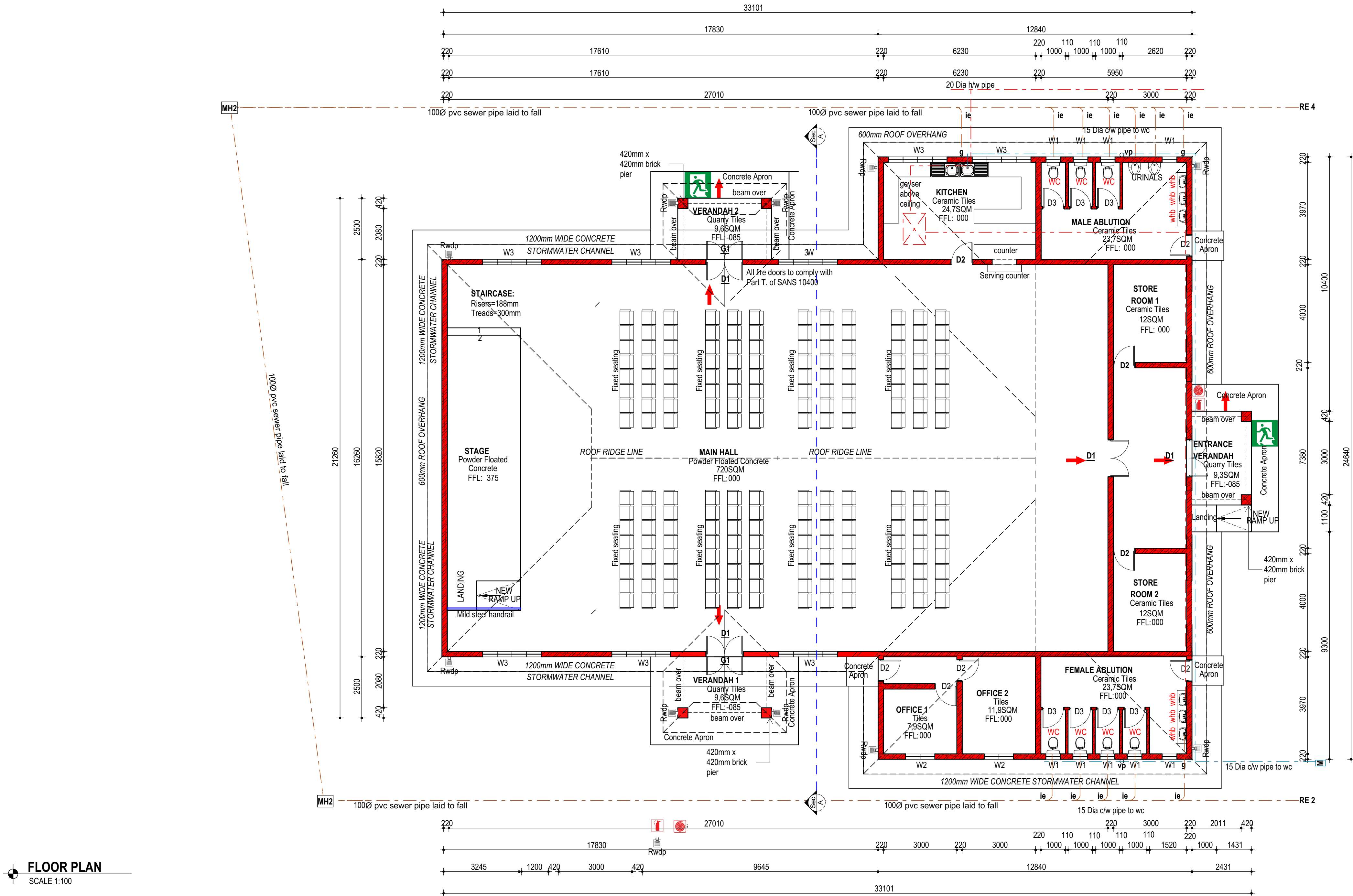
DRAWING DESCRIPTION

SITE PLAN

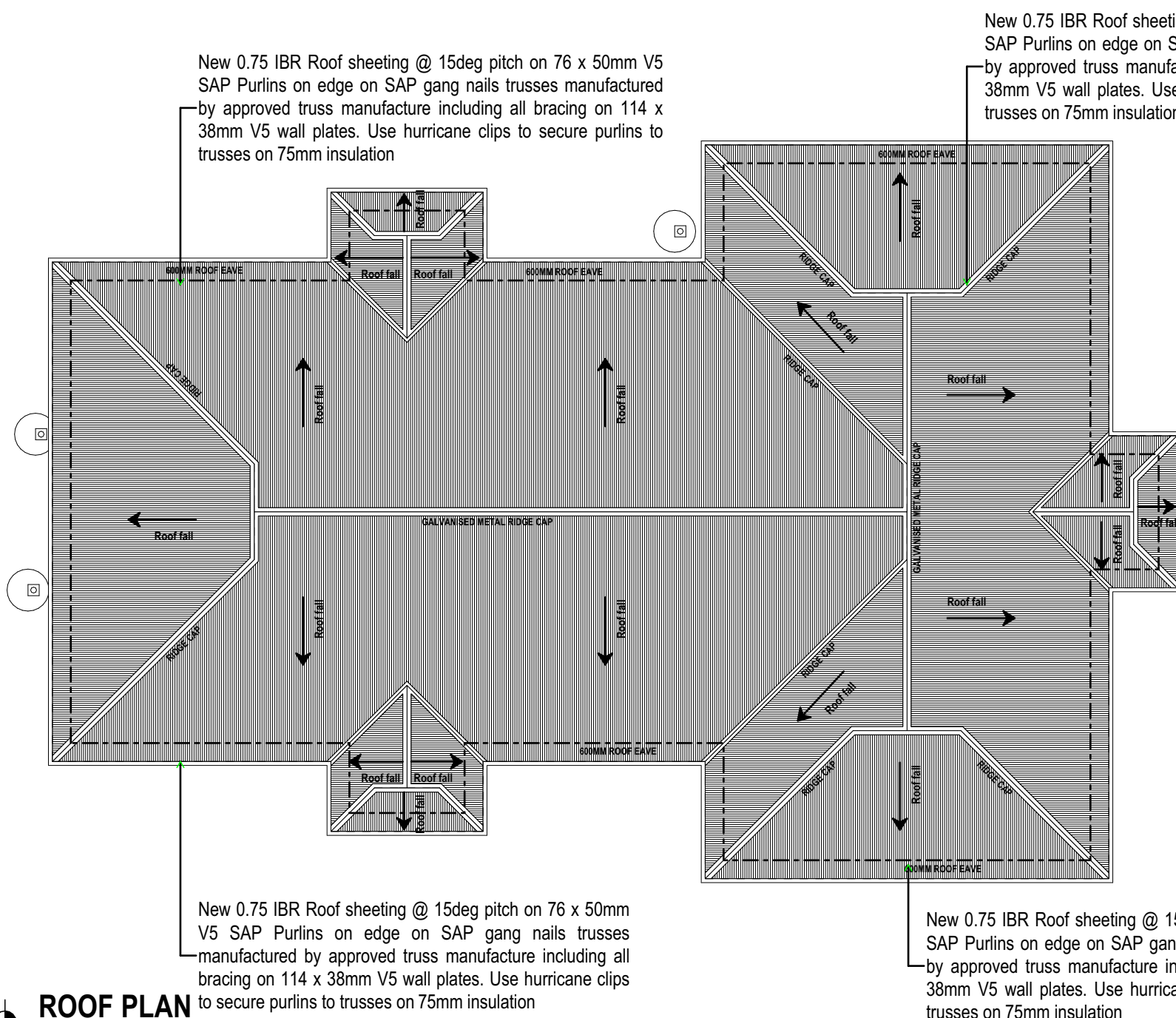
DRAWN BY:	PSAT .57192376	CHECKED BY:
M GAZU	M GAZU	M GAZU

SCALE:	DATE:
AS SHOWN	01/10/2025
DRAWING NR:	REVISION:
001	

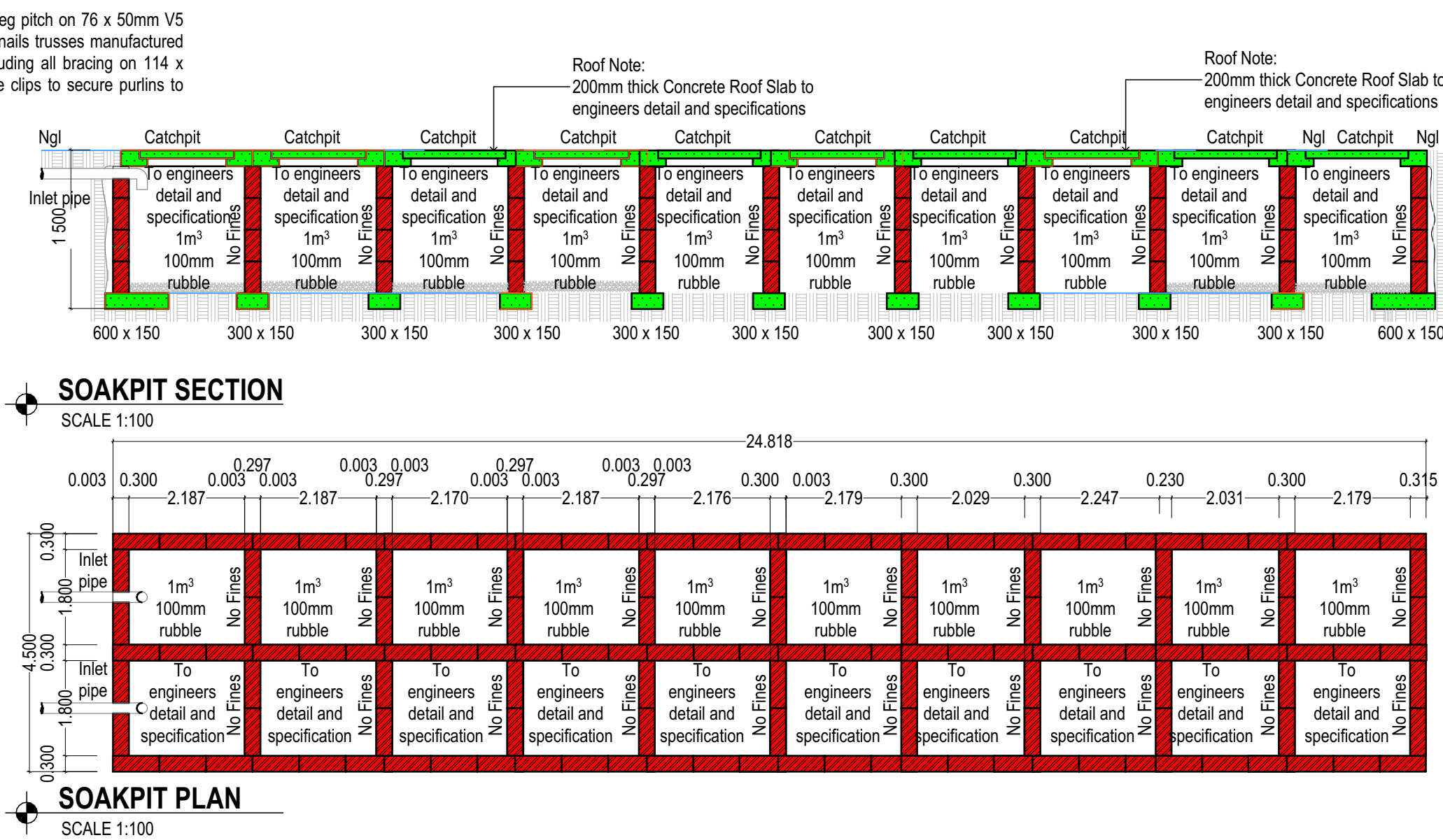
PROJECT NR:	REVISION:
	00



FLOOR PLAN
SCALE 1:100



ROOF PLAN
SCALE 1:200



SOAKPIT PLAN
SCALE 1:100

FIRE ENDORSEMENTS: TO COMPLY WITH SANS 10400 PART

- Safety distances
- Fire resistance of occupancy-separating and division-separating elements
- Fire stability of structural elements or components
- Tenancy-separating elements
- Protection of openings
- Emergency routes
- Stairways and other changes of level along escape routes
- External stairways and passages
- Marking and signposting
- Provision of emergency lighting
- Fire detection and alarm systems
- Provision and maintenance of fire-fighting equipment, installations and fire protection systems
- Water reticulation for fire-fighting purposes
- Hose reels
- Hydrants
- Portable fire extinguishers
- Access for fire-fighting and rescue purposes
- Building materials

Any separating element (wall and floor) between any habitable room shall have a fire resistance of not less than 30 min and the wall shall extend to the underside of the roof; any door between such any such room shall have a fire resistance of not less than 30 min and such doorway shall require a threshold of not less than 10 mm; no combustible roof components shall penetrate the separating element dividing the space between the habitable room

FA

Fenestration
PROPOSED COMMUNITY HALL

AREA = 439.3 sqm
PERMISSIBLE WINDOW
AREA - 15% = 73.88 sqm
ACTUAL TOTAL WINDOW
AREA - 6.64% = 29.16 sqm

All Fenestrations is below 15% Therefore no further Calculations are Required

Energy Consumption
10 x 11W lamps = 110 W
ALLOWED: 5kW/m² a or 5kW/m² (a=1/year)(x) Area
=5W/m² x 634.3 m²= 3170.0kW (Max consumption)
Assumed usage per Hours (17:00-22:00) 52 (weeks) x 7 (days) x 5 (hours)
= 3170.0 h.a LAMPS 200W or 0.209kW = 0.209kW x 3170 h.a
= 662.8kWh a (< 3170.0kWh.a)
CONCLUSION ENERGY CONSUMPTION COMPLIES WITH SANS 10400

SCHEDULE OF AREAS	
AREA	SQM
Site	14 657.0
Actual FAR	493.3
Actual Coverage	625.3
Proposed Area	560.0

STORMWATER VOLUME	
AREA	SQM
Site Area	14 657.0
Roofed Area	625.3
Total Area	625.3
Stormwater Volume 40m ³ = 1000litres	
40m ³ = 1m ³ = 1000 litres	
640/ 40m ³ = 20.1m ³	
20.1m ³ x 1000 = 20 100 litres	

- GENERAL NOTES:**
- ALL LEVELS TO BE CHECKED ON SITE BEFORE WORK COMMENCES
 - NGL IN APPROXIMATE POSITION ONLY
 - WRITTEN DIMENSIONS TO BE TAKEN IN PREFERENCE TO SCALING
 - ALL REINFORCED CONC. BEAMS, COLUMNS AND SLABS ARE TO BE BUILT STRICTLY IN ACCORDANCE WITH PROFESSIONAL ENG. DETAILS AND UNDER HIS SUPERVISION
 - PRE-CAST LINTOLS TO BE PROVIDED OVER ALL DOORS & WINDOWS
 - DPC WHERE NECESSARY
 - 5% SOIL POISON UNDER ALL SURFACE BEDS & DRIVEWAYS
 - ALL GLAZING TO COMPLY WITH PART N OF SABS 0400
 - ALL DISCREPANCIES AND OMISSIONS ARE TO BE BROUGHT TO THE ARCHITECTS ATTENTION IMMEDIATELY
 - NO WALLS OR FOUNDATIONS TO ENCR OACH OVER BOUNDARY
 - I.E'S TO BE PROVIDED AT ALL BENDS AND JUNCTIONS
 - WASTE PIPES AND VENTS TO BE 50 DIA. PVC
 - SOIL PIPES AND VENTS TO BE 100 DIA. PVC
 - ALL TRAPS TO BE "P" TYPE
 - ALL VENT PIPES TO BE STUB STACKS
 - ALL BUILDING WORK TO COMPLY WITH SABS 0400
 - ALL FOUNDATIONS TO BE TAKEN DOWN BELOW NGL
- #.DAMP PROOFING**
- FLOOR slabs to be laid on 250 micron USB Green lapped at a minimum of 150mm and lapped on the loading edge, on selected backfill treated with approved termite poison and compacted to at least 95% of Mod. AASHTD. To comply with SANS 10400, Part k
- #.FLOORS**
- Unless otherwise stated on drawings, all floors to be of class 19/25 MPa concrete reinforced with Ref. 193 welded mesh. Brass weather strip to be set in to the floor screed across the full width of all external door openings.
- #.WALLS**
- FOUNDATIONS WALLS**
- All foundations walls to be of SABS approved bricks for foundations, built in stretcher bond properly bonded. Joints and holes shall be filled solid
- BRICK WALLS**
- Black embossed brick 375 micron PVC waterproofing mambrens along fullwidth and length of external walls at top of floor level. To comply with SANS 10400 Part k. Brick walls shall be built in stretcher bond properly bonded every course with SABS approved bricks for the application used. 4 courses equals 340mm. Joints and holes shall be filled solid especially in external walls. Rake out joints for good plaster key where to be plastered. Ties for roof trusses etc. shall be hoop iron, 30 x 1.6mm, built in at least 10 courses where possible. Brick force shall be built in all around in the first joint above DPC level and first 2 joints above window head. Remainder of substructure and super structure brickwork shall be reinforced every 4th course. Brick forced / brick ties to comply with SANS 10400 and relevant SANS codes. Ties for roof trusses etc. shall be hoop iron, 30 x 1.6mm, built in at least 800mm where possible. prestressed concrete lintels to be used (same width as block) shall comply with manufacture's instructions.
- #. DOORS AND WINDOWS**
- Doors and windows frames as specified in Door and Windows Schedules.
- #. GLAZING**
- All glazing shall comply with SANS 10137 and AAAMSA regulations.
- #. ROOFING**
- All roofing material and underlay as mentioned on drawings to be SABS approved and fixed strictly in accordance with the manufacture's specifications. All roof trusses, together with bracing, to be designed and manufactured by an approved plate nail (Dangnell, Mitek) truss manufacturer in accordance with the relevant SANS codes. All trusses exceeding a span of 10m to have an engineer's certificate. No site manufactured trusses will be allowed. Wall plates to be 114 x 38 V5 SAP in case of brick Walls and 78 x 50 V5 SAP in case of concrete block Walls, securely fitted to walls.
- NOTE**
- #. ELECTRICALITY
- ALL Electrical work to be done as per Specialists.

ALL WORK TO BE CARRIED OUT STRICTLY IN ACCORDANCE WITH NATIONAL BUILDING REGULATIONS.



PROJECT
CONSTRUCTION OF EDENDALE UNIT CC COMMUNITY HALL IN WARD 22 FOR DOMESTIC COMMERCIAL AND INDUSTRIAL PROJECTS

OCCUPATION CLASSIFICATION
CLASSIFICATION_C1 EXHIBITION HALL

DRAWING DESCRIPTION		
FLOOR PLAN + ROOF PLAN + SOAKPIT DETAILS		
DRAWN BY:	PSAT : 94790906	CHECKED BY:
M GAZU	M GAZU	M GAZU
SCALE:	DATE:	
AS SHOWN	01/10/2025	
DRAWING NR:	REVISION:	
100		
PROJECT NR:	REVISION:	
	00	

ALL WORK TO BE CARRIED OUT STRICTLY IN ACCORDANCE WITH NATIONAL BUILDING REGULATIONS .

PROJECT MANAGERS



ARCHITECTS



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PROJECT

**CONSTRUCTION OF EDENDALE UNIT
CC COMMUNITY HALL IN WARD 22
FOR DOMESTIC COMMERCIAL AND
INDUSTRIAL PROJECTS**

OCCUPATION CLASSIFICATION

CLASSIFICATION_C1 EXHIBITION HALL

DRAWING DESCRIPTION

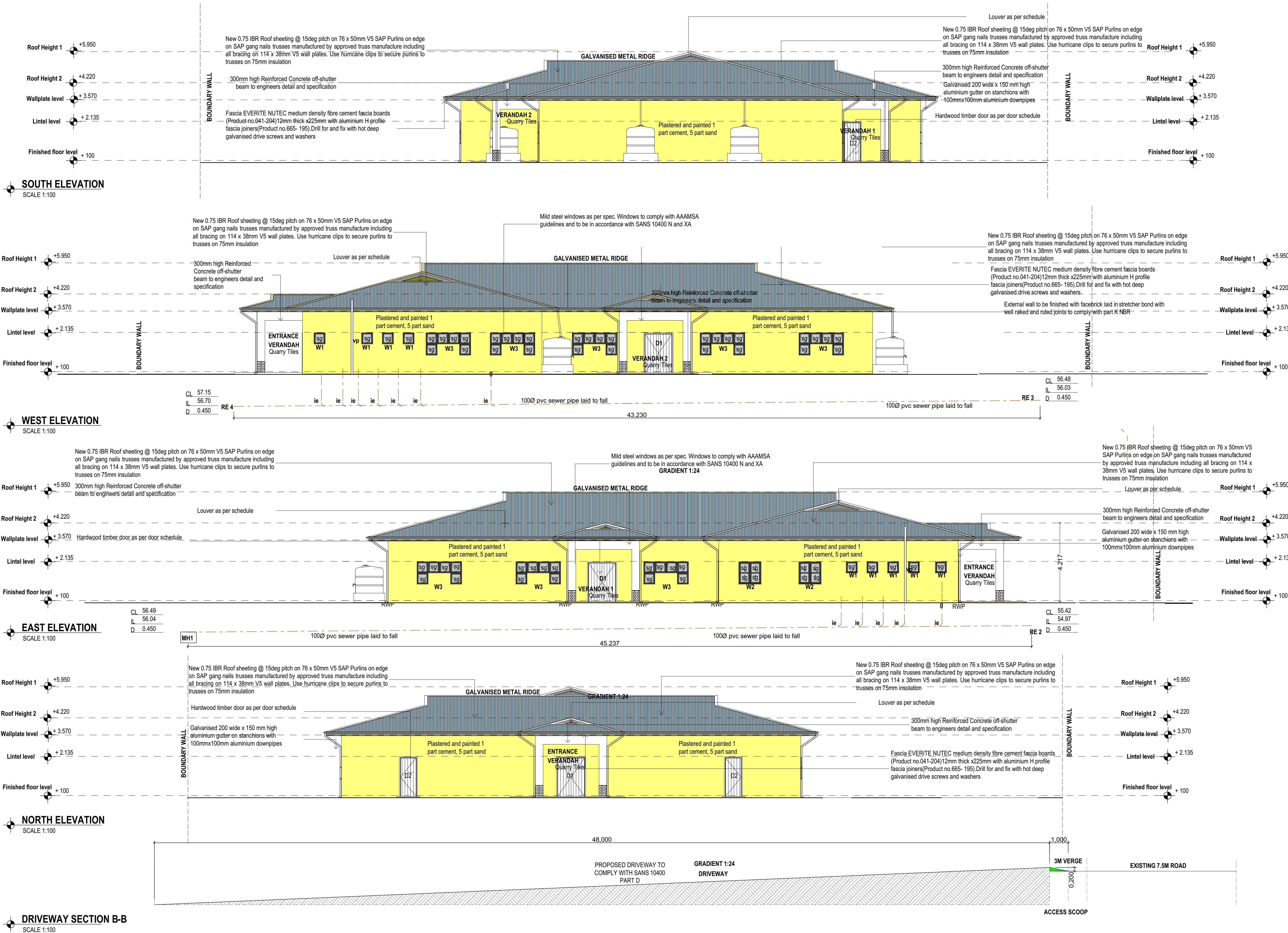
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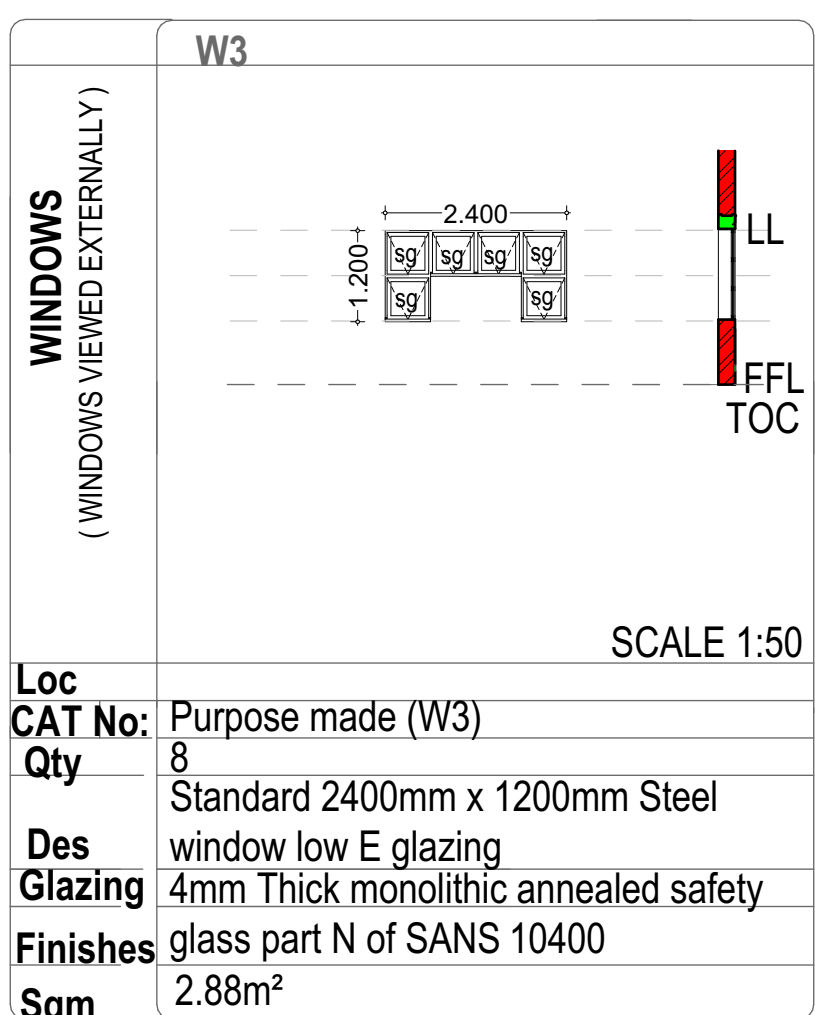
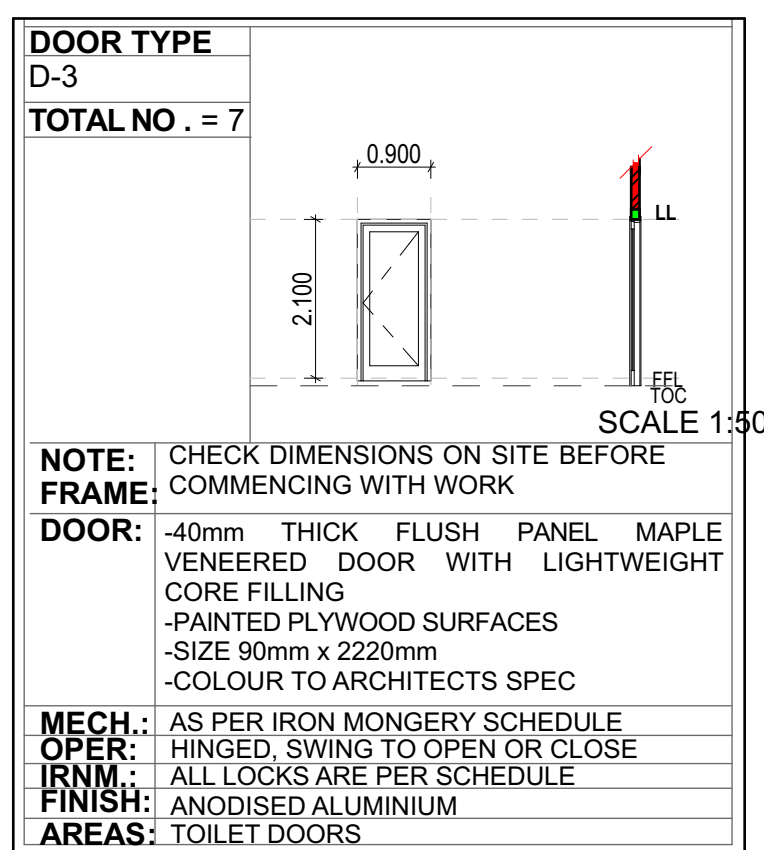
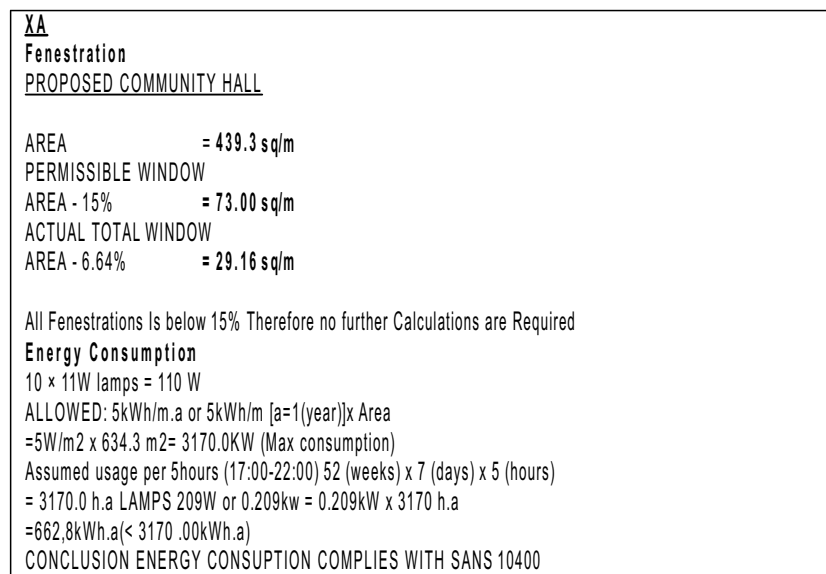
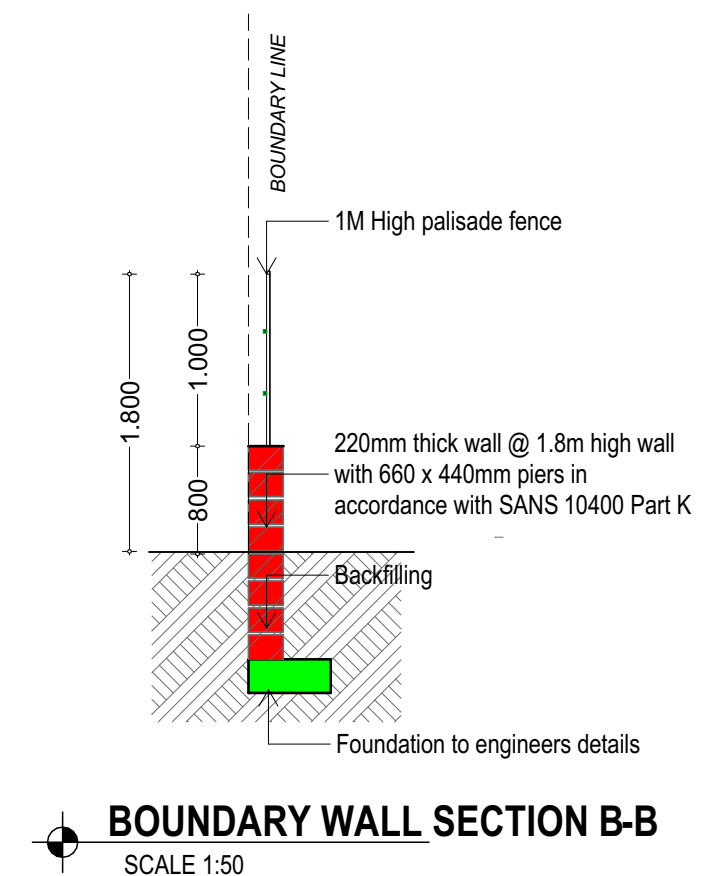
DRAWN BY: M GAZU
PSAT : 57192376
CHECKED BY: M GAZU

SCALE: AS SHOWN
DRAWING NR: 200
PROJECT NR:

DATE: 01/10/2025
REVISION:

REVISION: 00





DRAWING NR:	REVISION:
500	