

# THULAMELA LOCAL MUNICIPALITY






## CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE

**BID No.18/2025/2026**

**CIDB GRADING: 5CE/5GB OR HIGHER**

### BOOK 1 OF 2

<b>THULAMELA LOCAL MUNICIPALITY</b> Contact Person: Mr T.P Mudzili Tel: (015) 962 7629/ Ms Z.D Ramarumo (015) 962 7607		<b>CONSULTANTS PRINCIPAL AGENT</b> Contact Person: Mr. T.A. Manyuma Tel: (015) 291 5586	
<b>Name of Bidder:</b>			
<b>Bid Amount (VAT Incl.):</b>			
<b>BBBEE status:</b>			
<b>Bidder Address:</b>			
<b>Receipt Number:</b>			
<b>Email Address:</b>			
<b>Contact numbers:</b>	<b>Tel:</b>	<b>Cell:</b>	<b>Fax:</b>
 <b>Municipal Infrastructure Grant</b>		  <b>EXPANDED PUBLIC WORKS PROGRAMME</b> Creating opportunities towards human fulfilment	

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# THE TENDER

**PART T1: TENDERING PROCEDURES**

**PART T2: RETURNABLE DOCUMENTS**

PART T1: TENDERING PROCEDURES

T1.1	TENDER NOTICE AND INVITATION TO TENDER .....	T.3
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## T1.1 TENDER NOTICE AND INVITATION TO TENDER



### THULAMELA LOCAL MUNICIPALITY

### INVITATION TO BID

Thulamela Local Municipality is inviting capable service providers for the Construction of Tshilapfene Sport Facility and Construction of Combo Courts at Thengwe Mapate, Gondeni Sterkstroom and Tshikambe Villages Also Including Installation of Outdoor Gym at Ngovhela Village.

Bid number	Project Description	Contact Persons	CIDB Grading	Non-refundable Bid price	Evaluation Criteria
18/2025/2-026	Construction Of Tshilapfene Sport Facility And Construction Of Combo Courts At Thengwe Mapate, Gondeni Sterkstroom And Tshikambe Villages Also Including Installation Of Outdoor Gym At Ngovhela Village	Mr TA Manyuma (015) 291 5568 Ms ZD Ramarumo (015) 962 7629 Mr TP Mudzili (015) 962 7629	5CE, 5GB or Higher	R4.00 per page or can be downloaded from Thulamela website ( <a href="http://www.thulamela.gov.za">www.thulamela.gov.za</a> ) for free	80/20 Preference points system and functionality

Tender documents are obtainable from Procurement Office, Office No. 02 at Thulamela Local Municipality Head Office, during the following times: 08:00 to 15:30 (Monday to Friday) as from **12 December 2025 at a non-refundable bid price of R4.00 per page** or can alternatively be downloaded from Thulamela website ([www.thulamela.gov.za](http://www.thulamela.gov.za)) for free. The bidders should also download SCM forms that are found in the Documents SCM-FORMS folder on the website and complete as part of the Bid documents.

**The service providers must submit the completed Bid documents (in black ink) and hand deliver or courier them to Thulamela Municipality. All completed Bid documents (hand delivered or couriered) must be dropped in the BID BOX before the closing date and time of the Bids closure. The onus is on the service providers to make sure the Bid documents are submitted on time and late submission won't be accepted.**

**Interested service providers must attend a compulsory briefing session on 23 January 2026 at 11h00. Location: Thulamela Local Municipality Council Chamber.**

Interested Contractors and/or service providers will be expected to submit the Bid documents with the following compulsory requirements.

- ❖ **Tax Compliance Status Letter or Tax Compliance Pin Number.**
- ❖ **Company registration documents (e.g., CK).**
- ❖ **Company profile.**
- ❖ **Valid proof of registration with CIDB**
- ❖ **Proof of registration on CSD**
- ❖ **Curriculum vitae of the proposed project team**
- ❖ **Organogram of the project team indicating project key personnel**
- ❖ **If the company is required by law to be audited, we need audited annual financial statements for the past three (3) years or audited financial statements since the establishment of the company if the company was established during the past three (3) years. If the company is not required by law to be audited, please provide us with a letter from a registered accountant stating that you are not required to be audited and the reasons thereof. Copy of partnership or JV agreement (if tenderer is a partnership or JV) Signed by both parties**
- ❖ **Proof that municipal rates & taxes that are not in arrears for more than 3 months for both company and director(s) (Proof must not be older than 3 months old from the date of the advert / letter from the municipality not older than 3 months from the date of the advert, if the business is operating in rural arrears where municipal rates and taxes are not levied; NB: Where the business operates in a leased property, please attach a lease agreement. Where the director does not own any property or is renting or is residing with family or friends etc., the owner of the property should provide a letter confirming ownership of the property and that the director is currently residing with them and attach municipal rates and taxes of the owner of the property or the valid signed and stamped municipal proof of resident document and in both cases attach municipal rates and taxes of the owner of the property (not older than three months).**
- ❖ **List of Sports facilities and building projects completed by the contractor in the past 10 years with clients contact details, description and contract values (attach signed appointment letters and/or purchase orders, completion certificates). NB: The municipality reserves the right to conduct verification with the referred clients of the similar completed projects.**

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- ❖ All documentation listed in the Tender document under Part T2: Compliance with Tender Conditions and other Requirements under section T2.1 and T2.2 should be submitted as compulsory requirements.
- ❖ All records of any additional information posted should be submitted as compulsory requirements and it is the responsibility of the bidders to check with the respective project engineer or client representatives (contact details as provided above) if there are any additional information before submission of the tender documents

Tenderers should note the following: Functionality will be scored out of **100%** and the **minimum threshold to qualify is 70%**. Tenderers who fail to meet the minimum threshold will not be considered for further evaluation. **The submitted tender document must contain all pages, as indicated, in specified colour, page sequence and binding method. The binding method must be staples plus an adhesive tape binding.**

	<b>TARGETED GOALS:</b>	<b>WEIGHT</b>
<b>Points for functionality</b>	Experience in Sports Facility and Sports Facility and Building projects: (Demonstrated company experience in Sports Facility and Building projects and past performance).	<b>40</b>
	Key staff – Demonstrated Qualifications and experience.	<b>25</b>
	Proof of Plant and Equipment owned by the bidder: Details of major equipment owned (please provide proof of ownership). Valid proof of license disk and registration	<b>25</b>
	Financial Reference	<b>10</b>
<b>TOTAL</b>		<b>100</b>

Bids will be assessed under the provisions of the following Acts and its Regulations: Municipal Finance Management Act, (Act 56 of 2003); PPPFA, Supply Chain Management Policy of the municipality in accordance with the specifications and in terms of **80/20 preferential points system and functionality as per the advert and bid document.**



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Specific Goals Categories (CSD will be used for verification)	Number of Points (80/20 system) 20 Points breakdown
1. 100% Black ownership	10
2. 100% Women ownership	5
3. Youth	3
4. Disability (Medical certificate will be used to verify the disability status of the bidder).	2

Sealed bid documents must be submitted in envelopes clearly indicating “**BID NUMBER AND DESCRIPTION**” on the outside and must reach the undersigned by depositing it into the official Bid Box at the front of the main entrance to **Thohoyandou Civic Centre, Old Agriven Building, Thohoyandou**, by no later than 11h00 on, 13 February 2026.

The Municipality is not bound to accept the lowest Bid and reserves the right to accept any part of a Bid. Bids must remain valid for a period of ninety (90) days after closing date of the submission thereof.

Bids may only be submitted on the bid documentation provided by the municipality.

***NB: Bids which are late, incomplete, unsigned, completed by pencil, sent by telegraph, facsimile, electronically (Fax), or E- mail and without the compulsory requirements will be disqualified.***

\_\_\_\_\_  
**MATSHIVHA MM**  
**ACTING MUNICIPAL MANAGER**

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

## T1.2 TENDER DATA

The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement, (July 2015) as published in Government Gazette No 38960, Board Notice 136 of 2015 of 10 July 2015. (See [www.cidb.org.za](http://www.cidb.org.za)).

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

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

Clause Number	Tender Data
<b>2. <u>EMPLOYER</u></b>  <b>Cl. F1.1</b>	<p>The “Employer” is “<b>THULAMELA MUNICIPALITY</b>”</p> <p>The Employer’s domicilium citandi et executandi (permanent physical business address) is:</p> <p>Thulamela Municipality, Civic Centre, Old Agriven Building, Thohoyandou.</p> <p>The Employer’s address for communication relating to this project is:</p> <p>Private Bag x 5066, Thohoyandou, 0950.</p>
<b>3. <u>TENDER DOCUMENTS</u></b>  <b>Cl. F.1.2</b>	<p>“The following documents form part of this tender:</p> <p><b>VOLUME 1</b></p> <p><b>THE TENDER</b></p> <p><b>Part T1: Tendering procedures:</b></p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender Data</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 Returnable Schedules required for Tender Evaluation</p> <p>T2.2 Other Documents required for Tender Evaluation</p> <p>T2.3 Returnable Schedules that will be incorporated into the Contract</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and contract data</b></p> <p>C1.1 Form of Offer and Acceptance</p> <p>C1.2 Performance Guarantee</p> <p>C1.3 Contract Data</p> <p>C1.4 Performance Guarantee for materials and equipment not yet built into the works</p>

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Clause Number	Tender Data
	<p>C1.5 Retention money guarantee</p> <p>C1.6 Agreement in Terms of the Occupational Health and Safety Act 85 of 1993</p> <p>C1.7 Abstracts of the mine health and safety Act No 29 of 1996 and Amendment act No.72 of 1997</p> <p>C1.8 Agreement with Adjudicator</p> <p><b>Part C2: Pricing data</b></p> <p>C2.1 Pricing instructions</p> <p>C2.2 Bills of quantities</p> <p><b>Part C3: Scope of work</b></p> <p>C3.1 Description of Works</p> <p>C3.2 Engineering</p> <p>C3.3 Procurement</p> <p>C3.4 Construction</p> <p>C3.5 Management</p> <p><b>Part C4: Site information</b></p> <p>C4.1 Site Information</p> <p>C4.2 Locality Plan</p> <p><b>Part C5: Annexures</b></p> <p>C5.1 : Proforma Documents</p> <p>C5.2 : Contract Drawings List</p> <p><b>VOLUME 2</b></p> <ul style="list-style-type: none"> <li>Tender Drawings</li> </ul>
<p><b>4. <u>EMPLOYER'S AGENT</u></b></p> <p><b>Cl. F.1.4</b></p>	<p>The Employer's agents are:</p> <p><b>a) Principal Agent</b></p> <p><b>MVE Consulting Engineers</b></p> <p><u>Physical Address:</u> 76 Grobler Street Polokwane 0699 Tel.: (015) 291 5568 E-mail: <a href="mailto:admin@mveconsulting.co.za">admin@mveconsulting.co.za</a></p> <p><u>Postal Address:</u> P.O.BOX 1931 Polokwane 0787 Fax: (086) 535 6597</p>
<p><b>5. <u>TENDERER'S OBLIGATIONS</u></b></p>	

<b>5. <u>TENDERER'S OBLIGATIONS</u></b>	
<b>Clause Number</b>	<b>Tender Data</b>
<b>5.1. <u>Eligibility</u></b> <b>Cl. F.2.1</b>	<p>Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>every member of the joint venture is registered with the CIDB;</li> <li>the lead partner has a contractor grading designation of minimum <b>5CE/5GB (or higher)</b></li> <li>the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for an <b>5CE/5GB (or higher)</b>.</li> </ol>
<b>5.2. <u>Site Visit and Clarification Meeting</u></b> <b>Cl. F.2.7</b>	<p>The arrangements for a compulsory briefing session are as follows:</p> <p><b>Location: Thulamela Local Municipality Council Chamber</b></p> <p><b>Date : 23 January 2026</b></p> <p><b>Time : 11H00</b></p>
<b>5.3. <u>Insurance</u></b> <b>Cl. F.2.9</b>	<p>No insurance cover will be provided by the Employer.</p>
<b>5.4. <u>Alternative Tender Offers</u></b> <b>Cl. F. 2.12</b>	<p>No alternative tender offers will be considered</p>
<b>5.1. <u>Submitting a Tender Offer</u></b> <b><u>Cl. F2.13</u></b>	<p><b>5.1.1. Whole of the Works (Cl. F.2.13.1)</b></p> <p>Tenderers shall offer to provide for the whole of the Works identified.</p> <p><b>5.1.2. Original tender documents (Cl. F2.13.3)</b></p> <p>The original tender document, issued to the Bidder, shall be submitted in its entirety. No copies are required.</p> <p><b>5.1.3. Marking of Tender Submissions (Cl. F2.13.5)</b></p> <p>The complete tender documents shall be enclosed and sealed in a single envelope, marked:</p>

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Clause Number	Tender Data
	<p>“BID NO. 18/2025/2026: CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE IN THULAMELA MUNICIPALITY OF THE VHEMBE DISTRICT MUNICIPALITY”</p> <p>The Employer’s address for delivery of tender offers to be shown on each tender submission package is the Tender Box located at:</p> <p style="text-align: center;">The Tender Box Thulamela Municipality Civic Centre, Old Agriven Building, Thohoyandou</p> <p><b>5.1.4 Two envelope system (Cl. F.2.13.6)</b></p> <p>A two-envelope procedure will not be followed.</p> <p><b>Closing time (Cl. F.2.15)</b></p> <p>The closing time for submission of tender offers is: 11H00</p> <p>Telegraphic, telephonic, telex, facsimile, e-mail, electronic and late tender offers will not be accepted.</p> <p><b>5.1.5. Tender offer validity (Cl. F.2.16)</b></p> <p>The tender offer validity period is 90 days after tender closing date.</p> <p><b>5.1.6. Clarification of tender offer after submission (Cl. F.2.17)</b></p> <p>Delete the last part of the second sentence, commencing with the word “and”. Furthermore, delete the last two sentences of Cl. F2.17.</p> <p>Add the following sentence: “The rates stated by the Bidder shall be binding”.</p> <p><b>5.1.7. Provide other Material (Cl. F.2.18.1)</b></p> <p>Upon request by the Employer, the Bidder shall promptly supply any other material that has a bearing on the tender offer, the bidder’s commercial position (including, where applicable, notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair assessment. Should the Bidder not provide the information or material called for, by the time for submission stated in the Employer’s request, the Employer will regard the tender offer as being non-responsive.</p>

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Clause Number	Tender Data
	<p><b>5.1.9. Letter of Intent</b></p> <p>The bidder is required to submit with his tender a letter of intent from an approved financial institution undertaking to provide the Construction Guarantee in the format included in Part C1.2 of this procurement document.</p> <p><b>5.1.10 Certificates (Cl. F.2.23)</b></p> <p>The following certificates are to be provided with this tender:</p> <ul style="list-style-type: none"> <li>a) Provide a valid Central Supplier Database (CSD) number.</li> <li>b) Compensation Fund registration certificate</li> <li>c) Certificate of Contractor Registration issued by the Construction Industry Development Board or a copy of the application Form for registration in terms of the Construction Industry Development Board Act (Form F006).A minimum grading of 5CE/5GB or Higher is required.</li> <li>d) A copy of a valid Tax Compliance Status letter. No tender will be awarded to a bidder whose tax matters are not in order with the South African Revenue Service (SARS) at the time of award.</li> <li>e) Documents and Schedules listed in Part T2.</li> </ul> <p>Important Note:</p> <p>Failure to provide the required particulars as per the above-listed certificates implies a non-responsive tender and warrants rejection of the tender on account of non-compliance with the requirements of the Tender Data</p>
<b><u>EMPLOYER'S UNDERTAKING</u></b>	
<b>6. <u>Opening of Tender Submissions</u></b> <b><u>Cl. F3.4</u></b>	<p>The time and location for opening of the tender offers are:</p> <p style="text-align: center;"><b>11h00 on, 13 February 2026</b></p> <p style="text-align: center;"><b>Location: The Tender Box</b> <b>Thulamela Municipality Civic Center, Old Agriven Building, Thohoyandou</b></p>
<b>7. <u>Arithmetical Errors</u></b>  <b>Cl. F.3.9</b>	<p>Delete Clause 3.9.1</p> <p>Insert the following new clause</p> <p>F.3.9.1 Check responsive bids 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.</p>

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Clause Number	Tender Data
	<p>F3.9.2 Check the highest ranked bid or bidder with the highest number of bid evaluation points after the evaluation of bid offers in accordance with F.3.11 for:</p> <ul style="list-style-type: none"> <li>a) the gross misplacement of the decimal point in any unit rate;</li> <li>b) omissions made in completing the pricing schedule or bills of quantities; or</li> <li>c) arithmetic errors in: <ul style="list-style-type: none"> <li>(i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices;</li> <li>or</li> <li>(ii) the summation of the prices</li> </ul> </li> </ul> <p>F.3.9.3 Notify the bidder of all errors or omissions that are identified in the bid offer and either confirm the bid offer as bid or accept the corrected total of prices.</p> <p>F.3.9.4 Where the bidder elects to confirm the bid offer as bid, correct the errors as follows:</p> <ul style="list-style-type: none"> <li>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.</li> <li>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 shall govern and the tenderer will be asked to revised selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</li> </ul>
<p><b>8. <u>EVALUATION OF BIDS</u></b> <b>Cl. F.3.11</b></p>	<p>The procedure for the evaluation of responsive tenders is Method 2 (Price and Preferences). No Technical evaluation. Only compliance and Price and Preference point system will be applied.</p> <p>The Preference Point System assigns a score to each tenderer based on the tender price and on the tenderer's Specific Goals status. These scores are combined to determine an overall score for the tender. The tenderer with the highest score will be considered for acceptance.</p>

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Clause Number	Tender Data
	<p>The Preference Point System will be applied as follows.</p> <p>For tenders below R50 million</p> <p>80 points are assigned to price</p> <p>Up to 20 points are assigned to Specific Goals status</p> <p>For tenders of R50 million and above:</p> <ul style="list-style-type: none"> <li>• 90 points are assigned to price</li> <li>• Up to 10 points are assigned to Specific Goals status</li> </ul> <p>Points scored will be rounded off to the nearest 2 decimal places.</p>
<p><b>9. <u>ACCEPTANCE OF TENDER OFFER</u></b></p> <p><b>Cl. F3.13</b></p>	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>a) The bidder has in his or her possession an original valid Tax Clearance Certificate issued by the South Africa Revenue Services or in case wherein the Bidder provide the municipality with a printed tax clearance from e-filing, it is compulsory that the bidder provide municipality with tax compliance status pin for verification;</li> <li>b) The bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation. A minimum grading of <b>5CE/5GB or Higher</b> is required for the main contractor;</li> <li>c) The bidder has demonstrated previous experience within the local government spheres, Provincial and National Departments; i.e Municipal, RAL and SANRAL with the type of work required under this contract, having successfully completed projects of Roads and Stormwater scope and size.</li> <li>d) The bidder or any of its principals 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; and</li> <li>e) The bidder has not abused the Employer's Supply Chain Management System.</li> <li>f) The bidder has not failed to perform on any previous contract.</li> <li>g) Has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.</li> </ul>



Clause Number	Tender Data
<p><b>10. <u>PROVIDE COPIES OF THE CONTRACT DOCUMENT</u></b></p> <p>Cl. F.3.18</p>	<p>The number of paper copies of the signed contract to be provided by the employer is one.</p>
<p><b>11. <u>COMPLIANCE/DISQUALIFICATION</u></b></p>	<p><b>BIDDERS WILL BE DISQUALIFIED FOR:</b></p> <ul style="list-style-type: none"> <li>• FAILURE TO COMPLETE AND SIGN THE FORM OF OFFER PAGE;</li> <li>• FAILURE TO COMPLETE AND SUBMIT A PRICED BILL OF QUANTITIES IN FULL;</li> <li>• FAILURE TO DULY COMPLETE FORM T 2.2 C (WHERE REQUIRED) THAT INCLUDES FOR ANY ADDENDA THAT MAY HAVE BEEN ISSUED WHERE SUCH ADDENDA HAS A MATERIAL EFFECT ON THE PRICING OF THE TENDER;</li> <li>• FAILURE TO BE REGISTERED AND ACTIVE WITH CIDB ON THE RELEVANT GRADING;</li> <li>• COMPLETING TENDER DOCUMENT IN PENCIL OR ERASABLE INK;</li> <li>• IN THE CASE OF A BIDDER WHO DURING THE LAST FIVE YEARS HAS BEEN TERMINATED ON PREVIOUS CONTRACTS WITH THULAMELA MUNICIPALITY</li> <li>• FAILURE TO ATTEND THE COMPULSORY SITE BRIEFING</li> <li>• FAILURE TO DULY COMPLETE ALL MBD FORMS AS ISSUED ON PART T2 OF THE BID DOCUMENT</li> <li>• A TENDER THAT IS RECEIVED AFTER THE CLOSING DATE AND TIME</li> </ul>
<p><b>12. <u>PRICE AND PREFERENCE</u></b></p>	<p>Having completed compliance checks, the procedure for the evaluation of compliant tenders is Method 2 (Price and Specific Goals).</p> <p>The Preference Point System assigns a score to each tenderer based on the tender price and on the tenderer's Specific Goals status. These scores are combined to determine an overall score for the tender. The tenderer with the highest score will be considered for acceptance.</p> <p>Points scored will be rounded off to the nearest 2 decimal places.</p> <p><b>FORMULA FOR SCORING TENDER PRICE</b></p> <p>The following formula will be used to calculate the points for price.</p> <p><b><math>Ps = X [1 - (Pt - Pmin)]</math></b></p> <p><b>Pmin</b></p> <p>Where</p> <p><b>Ps</b> = Points scored for comparative price of tender under consideration</p> <p><b>Pt</b> = Comparative price of tender under consideration</p> <p><b>Pmin</b> = Comparative price of lowest acceptable tender</p> <p><b>X</b> = Points assigned to price</p>

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE

Clause Number	Tender Data										
	<p><b>POINTS AWARDED FOR SPECIFIC GOALS</b></p> <p>Points will be awarded for Specific Goals, in accordance with the Preferential Procurement Regulations 2022 published in Government Gazette No. 47452 dated 4 November 2022. The table overleaf is applicable in this regard:</p> <p>The following table is applicable.</p> <table> <tr> <th>Specific Goals Categories (CSD will be used for verification)</th><th>Number of Points (90/10 system) 10 Points breakdown</th></tr> <tr> <td>1. 100% Black ownership</td><td>10</td></tr> <tr> <td>2. 100% Women ownership</td><td>5</td></tr> <tr> <td>3. Youth</td><td>3</td></tr> <tr> <td>4. Disability (Medical certificate will be used to verify the disability status of the bidder).</td><td>2</td></tr> </table> <p><b>TOTAL PREFERENCE POINTS</b></p> <p>The total preference points for a tender are calculated with the formula <b>PP = Ps + Pbee</b> where  <b>PP</b> is the total number of preference points scored by the tenderer  <b>Ps</b> is the points scored for the comparative price of the tenderer, and  <b>Pbee</b> is the number of points awarded to the tenderer based on Specific Goals number of points.</p>	Specific Goals Categories (CSD will be used for verification)	Number of Points (90/10 system) 10 Points breakdown	1. 100% Black ownership	10	2. 100% Women ownership	5	3. Youth	3	4. Disability (Medical certificate will be used to verify the disability status of the bidder).	2
Specific Goals Categories (CSD will be used for verification)	Number of Points (90/10 system) 10 Points breakdown										
1. 100% Black ownership	10										
2. 100% Women ownership	5										
3. Youth	3										
4. Disability (Medical certificate will be used to verify the disability status of the bidder).	2										
13. <b><u>CONDITIONS OF CONTRACT AWARD</u></b>	<p>Contracts will only be awarded if:</p> <ol style="list-style-type: none"> <li>A copy of a valid Tax Compliance Status letter. No tender will be awarded to a bidder whose tax matters are not in order with the South African Revenue Service (SARS) at the time of award.</li> <li>the tenderer submits a letter of intent from an approved financial institution undertaking to provide the Construction Guarantee in the format included in Part C1.3 of this procurement document;</li> </ol>										

**CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE**

Clause Number	Tender Data
	<p>c) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</p> <p>d) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</p> <p>e) the tenderer has not:</p> <ul style="list-style-type: none"> <li>i. abused the Employer's Supply Chain Management System; or</li> <li>ii. failed to perform on any previous contract and has been given a written notice to this effect;</li> </ul> <p>f) the tenderer has completed the Declaration of Interest and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.</p> <p>g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p> <p>i) The tendering entity or the directors/partners of the tendering entity are in good standing with the local authority/municipality.</p> <p>j) No tender will be awarded to a bidder not registered on the National Treasury Central Supplier Database (CSD)</p> <p>k) Contracts Manager &amp; OHS officer must be registered with SACPCMP at the time of award</p> <p>l) No tender will be awarded to a bidder who does not have a valid COIDA Letter of Good Standing</p>
<p><b>14. <u>Proof of Availability of Staff with LI Competencies</u></b></p>	<p>Only those tenderers who can demonstrate that they will have in their employ management and supervisory staff satisfying the requirement of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders</p>
<p><b>15. <u>Requirement for submission of names of LI staff</u></b></p>	<p>The tenderer must submit to the Employer, 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 eligibility requirements.</p>

**CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE**

## EVALUATION CRITERIA

The bids will be evaluated in two stages. The first stage will check whether the bidders have submitted all documents as requested on the advert. Tenderer will be assessed for responsiveness and functionality first and if the tender is not responsive or meet the minimum functionality score, the tenderer will be eliminated and not considered further for second stage of evaluation.

The second stage of the evaluation will be based on Price (80) and preference points for PPPFA status level of contribution (20). Detailed points scoring for functionality are as follows:

### Functional Requirements

A tenderer must score a minimum of **Seventy points (70/100)** to qualify for further evaluation. Tenders will be evaluated individually and scored by an evaluation panel according to the evaluation criteria mentioned below:

Functionality Evaluation Criteria	Sub Criteria	Points Allocation for Sub Criteria	Maximum Points obtainable per main functionality Criteria
<b>Company Experience</b> (Demonstrated company experience on similar project and past performance in Sports facilities and building projects) NB: signed Appointment letters/purchase orders, completion certificates and reference letters with contactable references within the local government spheres, Provincial and National Departments; must be attached.	<b>Signed Appointment letters indicating the project value and signed Completion Certificates of completed projects:</b> <ul style="list-style-type: none"> <li>Sports Facilities and Building projects <b>ONLY</b>.</li> <li><b>Completed works with Minimum CIDB grading of 5CE/5GB or Higher</b></li> <li><b>Completed in the past Ten (10) years</b></li> </ul> 6 points will be awarded for each project (maximum of 5 Projects required) as per requirements above to a maximum of 30 points. <b>NOTE:</b> <ul style="list-style-type: none"> <li>Projects that do not meet the requirements as mentioned <b>WILL NOT BE ACCEPTED</b>.</li> <li>Project where the contractor was a sub-contractor will not get points. The</li> </ul>	30	40

**CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE**

	Contractor must have been the main contractor on the project to get full points.		
	<p><b>Reference letter from the clients for each of the above-mentioned projects indicating:</b></p> <ul style="list-style-type: none"> <li>the full project description,</li> <li>project value; and</li> <li>Completion date.</li> </ul> <p><b>Each Reference letter must be on the client letterhead, have a client stamp, signed and contact details (Name, phone and E- mail) of the client's project manager included.</b></p> <p>1 point will be awarded for each project as per requirements above to a maximum of 5 points.</p>	5	
	<b>Project Programme</b> – Understanding the scope and provide a concise and clear methodology of the tasks as well as adequacy of the programme of work.	2.5	
	<b>Schedule of estimated monthly expenditure</b> – Realistic cash-flow based on estimated construction period and project cost.	2.5	
<p><b>Key Personnel CVs</b> (Demonstrated experience, Qualifications and experience)</p>	<p><b>A. Contract Manager with the following Requirements:</b></p> <ul style="list-style-type: none"> <li>Must be professionally registered with ECSA and / or SACPCMP (Pr Eng / Pr Tech Eng / Pr Techni / Pr CPM or Pr CM only) <b>(4 Points)</b></li> <li>Minimum Ten (10) Years of relevant experience – calculated post registration: <b>(4 Points)</b> <ul style="list-style-type: none"> <li>10 years and above = 4 points</li> <li>9 years = 3 Points</li> <li>8 years = 2,5 Points</li> </ul> </li> </ul>	08	25

**CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE**

	<ul style="list-style-type: none"> <li>○ 7 years = 2 Points</li> <li>○ 6 years = 1 Point</li> <li>○ 0-5 years = 0 Points</li> </ul>		
	<p><b>B. Site Agent with the following Requirements:</b></p> <ul style="list-style-type: none"> <li>• N.Dip: Civil Engineering Qualification or higher <b>(4 Points)</b></li> <li>• Minimum Ten (10) years relevant experience <b>(3 Points)</b> <ul style="list-style-type: none"> <li>○ 10 years and above = 3 points</li> <li>○ 9 years = 2,5 Points</li> <li>○ 8 years = 2 Points</li> <li>○ 7 years = 1,5 Points</li> <li>○ 6 years = 1 Point</li> <li>○ 0-5 years = 0 Points</li> </ul> </li> </ul>	07	
	<p><b>C. General Foreman with the following Requirements:</b></p> <ul style="list-style-type: none"> <li>• Minimum of 10 years of experience as a General Foreman in Civil projects <b>(5 Points)</b> <ul style="list-style-type: none"> <li>○ 10 years and above = 5</li> <li>○ 9 years = 4 Points</li> <li>○ 8 years = 3 Points</li> <li>○ 6-7 years = 2 Points</li> <li>○ 0-5 years = 1 Points</li> </ul> </li> </ul>	05	
	<p><b>D. OHS Officer with the following Requirements:</b></p> <ul style="list-style-type: none"> <li>• Registered with SACPCMP as Construction Health and Safety Officer (3 points).</li> <li>• Minimum Three (3) Years of relevant experience – calculated post registration:</li> </ul>	05	

**CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE**

	<ul style="list-style-type: none"><li>○ 3 Years and above = 2 points</li><li>○ 2 Years = 1.5 points</li><li>○ 1 year = 1 point</li></ul> <p><b>NOTE: CVs of the Contract Manager, Site Agent , General Foreman and OHS Officer must clearly demonstrate Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.</b></p> <p><b>Full points will be awarded for all the requirements met.</b></p>																																
<p><b>Plant and Equipment</b></p> <p>Plant and Equipment</p> <p>Proof of plant and equipment owned by the bidder: Details of major equipment owned (please provide proof of ownership).</p> <p>NB: Proof of registration certificate and valid licence disk will serve as a proof of ownership.</p> <p>An Invoice/bank letter will serve as a proof of ownership for plant such as track dozer, track excavator, smooth drum roller and grid roller.</p> <p><b>NB:</b> Municipality may conduct due diligence on the availability of plant and equipment.).</p>	<p><b>Plant and Equipment for this project (Tenderer's own plant)</b></p> <table><tr><th>Plant required</th><th>Min. Number Required</th><th>Weight</th></tr><tr><td>Dozer</td><td>1</td><td>2</td></tr><tr><td>Excavator</td><td>2</td><td>4</td></tr><tr><td>TLB</td><td>2</td><td>4</td></tr><tr><td>Watercart min.10 000 litres</td><td>2</td><td>2</td></tr><tr><td>Grader</td><td>2</td><td>4</td></tr><tr><td>10t Smooth drum roller</td><td>1</td><td>2</td></tr><tr><td>10t Grid roller</td><td>1</td><td>2</td></tr><tr><td>Tipper Truck, min. 6m<sup>3</sup></td><td>5</td><td>5</td></tr><tr><td colspan="2"><b>SUB-TOTAL</b></td><td><b>25</b></td></tr></table>	Plant required	Min. Number Required	Weight	Dozer	1	2	Excavator	2	4	TLB	2	4	Watercart min.10 000 litres	2	2	Grader	2	4	10t Smooth drum roller	1	2	10t Grid roller	1	2	Tipper Truck, min. 6m <sup>3</sup>	5	5	<b>SUB-TOTAL</b>		<b>25</b>		25
Plant required	Min. Number Required	Weight																															
Dozer	1	2																															
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CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE  
MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM  
AT NGOVHELA VILLAGE

Company's Financial Standing	Original stamped bank reference letter indicating the Bank Rating:		10	10	
		Bank Rating			Points
		A			10
		B			8
		C			6
		D			4
		E			2
		F-G			0
TOTAL				100	



The following is a statement of Sports Facilities (similar) works executed by the company/ies in the last Ten (10) years:

Employer Name, Contact person and telephone number	Description of contract	Value of work inclusive of VAT (Rand) if applicable	Start Date	Date Completed	Project Duration

## **PART T2: LIST OF RETURNABLE DOCUMENTS**

The tenderer must complete the following returnable documents:

T2.1	LIST OF RETURNABLE SCHEDULES.....	T.24
T2.2	OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION .....	T.62
T2.3	RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT.....	T.86

## **T2.1 LIST OF RETURNABLE SCHEDULES**

T2.1 A	INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING-MBD1	T.25
T2.1 B	DECLARATION OF GOOD STANDING REGARDING TAX-MBD 2 .....	T.28
T2.1 C	PRICING SCHEDULE – FIRM PRICES-MBD 3.1 .....	T.31
T2.1 D	PRICING SCHEDULE – NON-FIRM PRICES-MBD 3.2 .....	T.32
T2.1 E	DECLARATION OF INTEREST -MBD 4 .....	T.35
T2.1 F	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) – MBD 5 .....	T.38
T2.1 G	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – MBD 6.1 .....	T.40
T2.1 H	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT- MBD 6.2 .....	T.46
T2.1 I	CONTRACT FORM - PURCHASE OF GOODS/WORKS- MBD 7.1 .....	T.50
T2.1 J	CONTRACT FORM – RENDERING OF SERVICES – MBD 7.2 .....	T.52
T2.1 K	CONTRACT FORM – SALE OF GOODS/WORKS – MBD 7.3 .....	T.54
T2.1 L	DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES-MBD 8 .....	T.56
T2.1 M	CERTIFICATE OF INDEPENDENT BID DETERMINATION -MBD 9 .....	T.58
T2.1 N	PROPOSED KEY PERSONNEL.....	T.61

**T2.1 A INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING-MBD1**

**PART A: INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE THULAMELA LOCAL MUNICIPALITY</b>					
BID NUMBER:	18/2025/2026	CLOSING DATE:	13 February 2026	CLOSING TIME:	11:00HRS
DESCRIPTION	CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
THULAMELA MUNICIPALITY OFFICES					
OLD AGRIVEN BUILDING					
THOHOYANDOU					
0950					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr T.P Mudzili		CONTACT PERSON	Mr T. A Manyuma	
TELEPHONE NUMBER	+27(0)15 962 7629		TELEPHONE NUMBER	+27 (0)15 291 5568	
FACSIMILE NUMBER	+27(0)15 962 4020		FACSIMILE NUMBER	+27 (0) 15 291 4218	
E-MAIL ADDRESS	mudzilipt@thulamela.gov.za		E-MAIL ADDRESS	admin@mveconsulting.co.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
(a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	(b) ARE YOU AFOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATI		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

## PART B: TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
<b>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
<b>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. THROUGH THE

SARS WEBSITE, WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA/JOINT VENTURES/SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS/PIN/CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.

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

SIGNATURE OF BIDDER: .....

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

(Proof of authority must be submitted, e.g. Company Resolution)

DATE: .....

## TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1 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 Tax Clearance Certificate Pin that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate Pin must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate 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](http://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](http://www.sars.gov.za).

PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder..... Bid Number.....

Closing Time ..... Closing Date .....

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

-	Required by:	.....	
---	--------------	-------	--

-	At:	.....	
---	-----	-------	--

.....

-	Brand and Model	.....	
---	-----------------	-------	--

-	Country of Origin	.....	
---	-------------------	-------	--

-	Does the offer comply with the specification(s)?	*YES/NO
---	--	---------

-	If not to specification, indicate deviation(s)	.....
---	--	-------

-	Period required for delivery	.....
		*Delivery: Firm/Not firm

-	Delivery basis	.....
---	----------------	-------

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable



**PRICING SCHEDULE – NON-FIRM PRICES  
(PURCHASES)**

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Tenderer .....	Tender No. ....
Closing Time .....	Closing Date .....

OFFER TO BE VALID FOR ..... DAYS FROM THE CLOSING DATE OF TENDER.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
- Required by:			.....
- At:			.....
- Brand and model			.....
- County of origin			.....
- Does the offer comply with the specification(s)?			*YES/NO
- If not to specification, indicate deviation(s)			.....
- Period required for delivery			.....
- Delivery			*Firm/Not Firm

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

### PRICE ADJUSTMENTS

#### A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V) Pt	=	85% of the original bid price. <b>Note that Pt must always be the original bid price and not an escalated price.</b>
D1, D2..	=	Each factor of the bid price e.g. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

D1 = Labour	=	0.15
D2 = Fuel	=	0.1
D3 = Plant	=	0.2
D4 = Material	=	0.55

Base month for Index Figures = October 2025

Labour, Material, Fuel & Plant's Statistical Base Date = 2023 = 100

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. e.g. Labour, transport etc.)	PERCENTAGE OF BID PRICE

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO.	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR =		
				ZAR =		
				ZAR =		
				ZAR =		
				ZAR =		
				ZAR =		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

**PRICING SCHEDULE**  
**(Professional Services)**

Name of Bidder:.....Bid Number: .....  
Closing Time: ..... Closing Date .....

OFFER TO BE VALID FOR .....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	-----	R-----	-----
	----- R-----		-----
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	-----	R-----	----- days
	-----	R-----	----- days
	-----	R-----	----- days
	-----	R-----	----- days
5.1	Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.		

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	.....	.....	R.....
-----	.....	.....	R.....
-----	.....	.....	R.....
-----	.....	.....	R.....

\*\*\*"all applicable taxes" includes value-added taxes, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	.....	.....	R.....
-----	.....	.....	R.....
-----	.....	.....	R.....
-----	.....	.....	R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid.....
7. Estimated man-days for completion of project.....
8. Are the rates quoted firm for the full period of contract? .....\*YES/ NO.
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.....  
.....  
.....

\*Delete if not applicable

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where—\*.
- the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

.....

2.2 Identity Number:

.....

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

.....

2.4 Company Registration Number:

.....

2.5 Tax Reference Number:

.....

2.6 VAT Registration Number:

.....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

State” means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder / member: .....

Name of state institution at which you or the person

connected to the bidder is employed: .....

Position occupied in the state institution: .....

Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document? YES / NO

*(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)*

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company’s directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

.....  
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars:

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between YES / NO

any other bidder and any person employed by the state  
 who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars:

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

2.11 Do you or any of the directors / trustees / shareholders / members  
 of the company have any interest in any other related companies  
 whether or not they are bidding for this contract?

**YES / NO**

2.11.1 If so, furnish particulars:

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

<b>Full Name</b>	<b>Identity Number</b>	<b>Personal Tax Reference Number</b>	<b>State Employee Number / Persal Number</b>



**DECLARATION**

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF  
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION  
PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

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

1. 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 services to certify that the bidder has no 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.
  - 2.2 .....  
 .....  
 .....  
 .....
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  
 .....  
 .....

\*Delete if not applicable

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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

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

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

### 1. GENERAL CONDITIONS

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

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

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

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

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>TOTAL POINTS FOR PRICE AND SPECIFIC GOALS</b>	<b>100</b>

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

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

### 2. DEFINITIONS

(a) **“tender”** means a written offer in the form determined by an organ of state in response to an

invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

$$P_{min} = \text{Price of lowest acceptable tender}$$

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>Locality:</b> Enterprise registered within the Republic of South Africa (to be verified on CSD)	15	
<b>Youth:</b> Enterprise has at least 1 Director aged 35 or under (to be verified on CSD)	3	
<b>Woman:</b> Enterprise has at least 1 Director who is female (to be verified on CSD)	1	
<b>Disability:</b> Attach letter from registered and authorized medical professional confirming disability	1	
<b>TOTAL</b>	<b>20</b>	

### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....  
.....



## CONTRACT FORM – PURCHASE OF GOODS/WORKS

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

### PART 1 (TO BE FILLED IN BY THE BIDDER)

7. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - ii) General Conditions of Contract; and
  - iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1. ....

2. ....

DATE: .....

**CONTRACT FORM - PURCHASE OF GOODS/WORKS****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as.....  
accept your bid under reference number .....dated.....for the  
supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of  
the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2.....

DATE .....

## CONTRACT FORM – RENDERING OF SERVICES

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

### PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to Collins Chabane Local Municipality in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - ii) General Conditions of Contract; and
  - iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p> <p>DATE: .....</p>
---

**CONTRACT FORM – RENDERING OF SERVICES****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as.....  
accept your bid under reference number ..... dated.....for the  
rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the  
contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....

## CONTRACT FORM – RENDERING OF SERVICES

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

### PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to Collins Chabane Local Municipality in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - ii) General Conditions of Contract; and
  - iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p> <p>DATE: .....</p>
---

**CONTRACT FORM – RENDERING OF SERVICES****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as.....  
accept your bid under reference number ..... dated..... for the  
rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the  
contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1.  
.....

2.....

DATE .....

## CONTRACT FORM – SALE OF GOODS/WORKS

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE SELLER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE SELLER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

### PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Special Conditions of Contract;
  - ii) General Conditions of Contract; and
  - iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p> <p>DATE: .....</p>
---

**CONTRACT FORM – SALE OF GOODS/WORKS****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as.....  
accept your bid under reference number ..... dated..... for the  
purchase of goods/works indicated hereunder and/or further specified in the annexure(s).
2. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

3. I confirm that I am duly authorized to sign this contract.

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2.....

DATE .....



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

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

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

Item	Question	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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and any municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

### CERTIFICATION

**I, THE UNDERSIGNED**

**(FULL NAME)** .....

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Tendering Document (MBD) must form part of all tenders<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering (or tender rigging).<sup>2</sup> Collusive tendering is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the tender of any tenderer if that tenderer or any of its directors had 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 tendering process or the execution of that contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
5. In order to give effect to the above, the attached Certificate of Tender Determination (MBD 9) must be completed and submitted with the tender:

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

<sup>2</sup> Tender rigging (or collusive tendering) 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 tendering process. Tender rigging is, therefore, an agreement between competitors not to compete.

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying tender:

\_\_\_\_\_  
(Tender Number and Description)

in response to the invitation for the tender 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 Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;
4. Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of, and to sign the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:

- a) has been requested to submit a tender in response to this tender invitation;
- b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
- c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer

6. The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive tendering.

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 tender;
- (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
- (f) tendering with the intention not to win the tender.

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 tender invitation relates.

9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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 Tenderer

## T2.1 N PROPOSED KEY PERSONNEL

The Tenderer shall list below the key personnel whom he proposes to employ on the contract should his offer be accepted, both at his headquarters and on the site, together with their qualifications, experience and positions held.

DESIGNATION	REQUIREMENTS	NAME AND NATIONALITY OF PROPOSED CANDIDATE	REGISTRATION NUMBER	QUALIFICATION AND EXPERIENCE
<b>Contracts Manager</b>	Minimum of a National Diploma and 10 years' experience as a Contracts Manager in major civil/Building works projects and registered as a Professional Construction Manager (Pr CM/CPM) with the SACPCMP.			
<b>Site Agent</b>	Minimum of 10 years of experience as a Site Agent on major civil works/Building projects with minimum qualification of a National diploma in the Built Environment.			
<b>General Foreman</b>	Minimum of 10 years of experience as a General Foreman in Civil/Building projects			
<b>OHS Officer</b>	5 years' experience as a construction health and safety officer and has experience in major civil works projects. Registered with SACPCMP as Construction Health and Safety Officer or equivalent.			

**NOTE: Detailed Curriculum Vitae of proposed candidates are to be separately provided. Said Curriculum Vitae MUST indicate the name and description of the project, the value of project completed, role played in the project and the start and end dates of the project.**

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of Bidder

## T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION

5

T2.2 B	CERTIFICATE OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD .....	T.69
T2.2 C	RECORD OF ADDENDA TO BID DOCUMENTS .....	T.74
T2.2D	FORM OF INTENT TO PROVIDE A DEMAND GUARANTEE .....	T.75
T2.2 E	HEALTH AND SAFETY PLAN: DECLARATION BY BIDDER .....	T.76 T2.2
F	SCHEDULE OF PROPOSED SUB-CONTRACTORS.....	T.77 T2.2 G
	QUALITY ASSURANCE PROGRAMME.....	T.80
T2.2 H	INSURANCE STATEMENT .....	T.81
T2.2 I	FINANCIAL INFORMATION OF BIDDER .....	T.82
T2.2 J	ALTERATIONS BY BIDDER.....	T.84 T2.2
K	AUDITED ANNUAL FINANCIAL STATEMENT FOR THE PAST THREE YEARS .....	T.85
T2.2 L	MUNICIPAL UTILITY ACCOUNT.....	T.86

## T2.2 A CERTIFICATE OF AUTHORITY OF SIGNATORY

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

A Company ☐

B Partnership ☐

C Joint Venture ☐

D Sole Proprietor ☐

E Close Corporation ☐



**A. Certificate for company**

I, ....., chairperson of the board of directors of .....  
....., hereby confirm that by resolution of the  
board (copy attached) taken on ..... 20....., Mr/Ms .....,  
acting in the capacity of ....., was authorised to  
sign all documents in connection with this bid and any contract resulting from it on behalf  
of the company.

As witnesses:

1. ....  
Chairman  
.....  
Print Name  
.....  
Print Name  
2. ....  
Date  
.....  
Print Name

**B. Certificate of partnership**

We, the undersigned, being the key partners in the business trading as .....  
....., hereby authorise Mr/Ms ....., acting in  
the capacity of ....., to sign all documents in connection with  
the bid for Contract ....., and any contract resulting  
from it on our behalf.

Nam e	Addres s	Signature	Date

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this bid offer in Joint Venture and hereby authorize Mr/Ms  
....., authorised signatory of the firm  
....., acting in the capacity of lead partner, to sign all documents in  
connection with the bid offer for Contract.....and any contract  
resulting  
from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally  
authorised signatories of all the partners to the Joint Venture.

Name of Firm	Addres s	Authorisin g	
		Signature	Name
Lead Partner			

D. Certificate for sole proprietor

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

.....

Signature: Sole Owner

Print Name

As witnesses:-

1.

.....  
Print Name

.....  
Date
2.

.....  
Print Name

.....  
Date

E.      **Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as .....  
..... hereby authorise Mr/Ms ..... , acting in  
the capacity of..... , to sign all documents in connection with the bid  
for Contract ..... and any contract resulting from it on our behalf.

Name	Address	Signature	Date

Note: This Certificate is to be completed and signed by each and all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

## **T2.2 B CERTIFICATE OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD**

### **1. General**

The Register of Contractors is established by the Construction Industry Development Board in terms of the CIDB Act 38 of 2000 and Construction Industry Development Regulations as published in Government Gazette number 26427 of 2004.

The Act makes it mandatory for public sector clients to apply this register when considering bids. Any enterprise that submits a bid or enters into contract for construction works with the public sector, must be registered.

Once-off joint ventures do not have to register, provided that each partner of the joint venture is separately registered.

### **2. Status**

Bidders shall fill in the following sections of this form, depending on their status:

#### **2.1 Section A**

Bidders who have accomplished registration and can provide proof of their grading designation.

#### **2.2 Section B**

Bidders who are in the process of registration of an update to an existing registration or a renewal.

#### **2.3 Section C**

Bidders who have submitted the first application.

#### **2.4 Section D**

Bidders submitting this Bid offer in Joint Venture and can provide proof that each partner of the Joint Venture is separately registered.

Note: Only complete one of Sections A, B, C or D.

SECTION A

I, ..... acting in capacity of  
.....  
was authorised to sign all documents in connection with this bid an any contract resulting from  
it on behalf of the following entity:  
.....  
hereby declare that the above mentioned entity has achieved registration with the Construction  
Indus-  
try Development Board on date ..... and declare that the grading  
designation is reflected in the following **symbols** on the registration certificate.

Contract Value

Type of Work

.....  
Signature of Bidder

.....  
Signature of Witness

.....  
Print Name

.....  
Print Name

T.70

SECTION B									
<p>I, ..... acting in capacity of ..... was authorised to sign all documents in connection with this bid and any contract resulting from it on behalf of the following entity: ..... hereby declare that the above mentioned entity has achieved registration with the Construction Industry Development Board on date.....furthermore declare that the existing grading designation is:</p>									
<table><tr><td>Contract Value</td><td></td></tr></table>		Contract Value							
Contract Value									
<table><tr><td>Type of Work</td><td></td><td></td></tr></table>		Type of Work							
Type of Work									
<p>and the following update has been applied for:</p> <table><tr><td>Amendment of Category Status</td><td></td></tr><tr><td>Change of Particulars</td><td></td></tr><tr><td>Annual Confirmation of Particulars</td><td></td></tr><tr><td>Renewal of Registration</td><td></td></tr></table> <p>mark with a "☐"</p>		Amendment of Category Status		Change of Particulars		Annual Confirmation of Particulars		Renewal of Registration	
Amendment of Category Status									
Change of Particulars									
Annual Confirmation of Particulars									
Renewal of Registration									
..... Signature of Bidder	..... Signature of Witness								
..... Print Name	..... Print Name								

## SECTION C

I, ..... acting in capacity of

.....

was authorised to sign all documents in connection with this bid and any contract resulting from in/on behalf of the following entity:

.....

.....

hereby declare that the above-mentioned entity has submitted its FIRST APPLICATION FOR REGISTRATION with the Construction Industry Development Board on date

.....

I furthermore accept that failure to achieve registration with the Construction Industry Development Board in a category stipulated in the Bid Data within 10 days from the date of closing this bid, implies a non-responsive bid and warrants rejection of the Bid on account of non-compliance with the requirements of the Bid Data.

.....  
Signature of Bidder

.....  
Signature of Witness

.....  
Print Name

.....  
Print Name

SECTION D										
I,..... acting in capacity of the LEAD PARTNER in the Joint Venture										
.....										
.....										
. was authorised to sign all documents in connection with this bid and any contract resulting from it, hereby declare that each of the Joint Venture is separately registered with the Construction Industry Development Board and declare that the grading designation is reflected in the following <b>symbols</b> on the registration certificates:										
<table><tr><td>Name of Lead Partner:</td><td colspan="2"></td></tr><tr><td>Contract Value</td><td></td><td></td></tr><tr><td>Type of Work</td><td></td><td></td></tr></table>		Name of Lead Partner:			Contract Value			Type of Work		
Name of Lead Partner:										
Contract Value										
Type of Work										
<table><tr><td>Name of 2<sup>nd</sup> Partner:</td><td colspan="2"></td></tr><tr><td>Contract Value</td><td></td><td></td></tr><tr><td>Type of Work</td><td></td><td></td></tr></table>		Name of 2 <sup>nd</sup> Partner:			Contract Value			Type of Work		
Name of 2 <sup>nd</sup> Partner:										
Contract Value										
Type of Work										
<table><tr><td>Name of 3<sup>rd</sup> Partner:</td><td colspan="2"></td></tr><tr><td>Contract Value</td><td></td><td></td></tr><tr><td>Type of Work</td><td></td><td></td></tr></table>		Name of 3 <sup>rd</sup> Partner:			Contract Value			Type of Work		
Name of 3 <sup>rd</sup> Partner:										
Contract Value										
Type of Work										
..... Signature of Bidder	..... Signature of Witness									
..... Print Name	..... Print Name									



**T2.2 C RECORD OF ADDENDA TO BID DOCUMENTS**

We confirm that the following communications received from the Procuring Department before the submission of this Bid Offer, amending the Bid Documents, have been taken into account in this Bid Offer:

	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed ..... Date .....

Print Name ..... Position .....

Bidder .....

## T2.2 D FORM OF INTENT TO PROVIDE A DEMAND GUARANTEE

If my/our bid is accepted, I/we will, when required and within the time stipulated, provide a  
guarantee of Insurance Company

(name).....

(of address) .....

.....

or

Commercial Bank (Name) .....

(Branch) .....

(of address) .....

to be approved by you, the Employer, for the amount stipulated.

I/we understand that failure to produce an acceptable Demand Guarantee within the stipulated  
period is a fundamental breach of Contract, entitling the Employer to:

- (i) withhold all payments which may be due to the Contractor pending compliance with the  
stipulated requirements to produce an acceptable Demand Guarantee.
- (ii) instruct the Contractor to cease all work pending provision of the Demand Guarantee, and
- (iii) cancel the Contract.

Signed ..... Date .....

....

Print Name ..... Position .....

....

Bidder .....

T2.2 E HEALTH AND SAFETY PLAN: DECLARATION BY BIDDER

I/we declare that we have read and understand the health and safety specifications contained in the Contract Data and undertake to:

- provide and demonstrate to the Employer a suitably and sufficiently documented health and safety plan, which shall be applied from the date of commencement of and for the duration of the construction work,
- appoint a full-time competent employee in writing as the Construction Supervisor from the date of commencement of and for the duration of construction work,
- appoint a full time/part time competent employee in writing as the Construction Safety Officer from the date of commencement of and for the duration of construction work.

I/we undertake to rectify all non-conforming conditions for which we are responsible. I/we accept that, should I/we not rectify these timeously, they will be corrected by the Employer and the cost subtracted from any amounts due to me/us in terms of the Contract Data.

I/we confirm that I/we am/are registered and in good standing with the Compensation Fund and our registration number is:.....,

alternatively, my/our licensed compensation insurer is:

(Name)  
.....  
(Address)  
.....  
.....

To this effect, I/we attach proof of registration and good standing.

I/we certify that to the best of my/our knowledge and belief, the curricula vitae of our proposed key health and safety personnel cited hereinafter correctly describe their qualifications and experience.

Signed	.....	Date	.....
Print Name	.....	Position	.....
Bidder	.....		

## T2.2 F SCHEDULE OF PROPOSED SUB-CONTRACTORS

We notify you that it is our intention to employ the following Sub-Contractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Sub-Contractors in accordance with requirements in the Contract for such appointments.

	<b>Name and Address of Proposed Sub- Contractor</b>	<b>Nature and Extent of Work</b>	<b>Previous Experience with Sub- Contractor</b>
1			
2			
3			
4			
5			

Signed ..... Date .....

Print Name ..... Position .....

Bidder .....

SUB-CONTRACTING UNDERTAKING

LETTER OF UNDERTAKING TO PERFORM AS A SUB-CONTRACTOR  
(Copy as many as necessary)

Contract Number: .....

From: (Name and address of Sub-contractor)  
.....  
.....  
.....

..... To: (Name and address of Contractor)  
.....  
.....  
.....

The undersigned undertakes to \*perform work/provide services/supply goods in connection with the above Contract as a \*close corporation/sole proprietor/partnership/company and is prepared to perform in connection with the above-named Contract as Sub-contractor to the Contractor, the following  
\*work/provide the following services/supply the following goods:  
\*(**delete that which is not applicable**)  
.....  
.....

for an estimated amount of R..... excluding VAT, subject to the terms of any agreement made between us for the purpose of the Contract which agreement shall include the General Conditions of Contract and relevant Special Conditions that govern this Contract.

Signature: .....  
Name: .....  
Designation: .....  
Date: .....  
who duly warrants that he/she is authorised to sign this letter.

SUB-CONTRACTING UNDERTAKING

LETTER OF UNDERTAKING TO PERFORM AS A SUB-CONTRACTOR  
(Copy as many as necessary)

Contract Number: .....

From: (Name and address of Sub-contractor)

.....

.....

.....

To: (Name and address of Contractor)

.....

.....

.....

The undersigned undertakes to \*perform work/provide services/supply goods in connection with the above Contract as a \*close corporation/sole proprietor/partnership/company and is prepared to perform in connection with the above-named Contract as Sub-contractor to the Contractor, the following

\*work/provide the following services/supply the following goods:

\*(delete that which is not applicable)

.....

.....

....

for an estimated amount of R..... excluding VAT, subject to the terms of any agreement made between us for the purpose of the Contract which agreement shall include the General Conditions of Contract and relevant Special Conditions that govern this Contract.

Signature: .....

Name: .....

Designation: .....

Date: .....

who duly warrants that he/she is authorised to sign this letter.

## T2.2 G QUALITY ASSURANCE PROGRAMME

Bidder to submit details here below of his Quality Assurance Policy whereby he shall demonstrate that he has the following:

- (a) An Operating Quality Management System based on SABS/ISO 9001 : 2000 international standards, if not, state alternative.
- (b) Proof of Quality Assurance Co-ordination.
- (c) Proven technical capabilities and resources to ensure Quality Management.
- (d) A recent assessment/audit report on his Quality Management and Quality Control System(s).

Contractor's details with respect to items a), b), c) and d):

SIGNATURE OF BIDDER ..... DATE .....

.....  
Print Name of Signatory

ON BEHALF OF:..... (the Bidder)

## T2.2 H INSURANCE STATEMENT

### BIDDER'S DECLARATION OF INSURANCES

I/We hereby declare that the insurances enumerated below have been affected by  
me/us. I/We further declare that all premiums in respect of the insurances are fully  
paid up to date.

Cover Effectuated	Insurer and Policy Number	Expiry Date	Limits of Indemnity / Sums Insured	Deductibles
Contractor's All Risks				
Occupational Injuries and Diseases				
Unemployment Insurance				
Motor Vehicle Insurance				
Other:				

We submit herewith a letter of good standing from the Workman's Compensation Commissioner in respect of Occupational Injuries and Diseases Insurance.

Bidder: .....

.....  
Signature of Bidder

.....  
Print Name of Signatory

.....  
Capacity



## T2.2 I FINANCIAL INFORMATION OF BIDDER

This information sheet has to be filled in by the financier of the Bidder, duly signed and stamped on behalf of the financial institution he represents.

### **Bidder / Bid Details**

Bid Description : .....

Contract Period : .....

Name of Bidder : .....

Bank Account Number : .....

Bidding Amount : .....

Demand Guarantee will be provided by this Bank: YES ☐ NO ☐

If yes, state amount of Demand Guarantee: R .....

### **Financial Institution**

Name of Commercial Bank : .....

Branch : .....

Name of Bank Manager : .....

Telephone Number : .....

I / We acting on behalf of the above Commercial Bank confirm that

.....

(Bidder) has operated an account with us for the last years.

We have been requested to provide a bank rating based in relation to the financial capability of the Bidder, taking into account directives set out in the following two tables.

### **Financial Capability**

Maximum value of contract that the Bidder is considered capable of	Value on which Bank Rating must be used
up to R300 000	R24 000
R1 000 000	R78 000
R3 000 000	R240 000
R5 000 000	R480 000
R10 000 000	R900 000
R30 000 000	R2 400 000
R100 000 000	R7 800 000

<b>BANK RATING</b>	
<b>Bank Code</b>	<b>Description of Bank Code</b>
A	Undoubted for the amount of enquiry
B	Good for the amount of enquiry
C	Good for the amount quoted if strictly in the way of business
D	Fair trade risk for amount of enquiry
E	Figures considered too high
F	Financial position unknown
G	Occasional dishonours
H	Frequent dishonours

The value on which our Bank Rating of the Bidder is based is R.....

(In words ..... only)

**The Bank Rating is code:** .....

.....  
Signature: Manager Financial Institution

.....  
Print Name

.....  
Date

**RUBBER STAMP OF INSTITUTION**

## T2.2 J ALTERATIONS BY BIDDER

Should the Bidder desire to make any departures from or modifications to the “Bid” or “Contract”, or to qualify his bid in any way, he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to his bid and referred to hereunder, failing which the bid will be deemed to be unqualified.

Page	Item of Clause	Detail s	Cost Involve d (R)

Signed ..... Date .....  
.

Print Name ..... Position .....  
.

Bidder .....

**T2.2 K AUDITED ANNUAL FINANCIAL STATEMENT FOR THE PAST THREE YEARS**

**ATTACH AUDITED FINANCIAL STATEMENTS**

## T2.2 L MUNICIPAL UTILITY ACCOUNT

### DECLARATION BY THE TENDERER

I the undersigned \_\_\_\_\_, has  
been duly authorized to sign all documents with the Bid Number

\_\_\_\_\_ on behalf of \_\_\_\_\_  
hereby make a declaration as follows:(referred to herein as “the Bidder”)

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

\_\_\_\_\_  
SIGNED ON BEHALF OF THE COMPANY

\_\_\_\_\_  
IN HIS CAPACITY AS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
FULL NAMES OF SIGNATORY

UTILITY ACCOUNT NUMBER	NAME OF MUNICIPALITY	NAME OF OWNER

**ATTACH AN ORIGINAL A CERTIFIED COPY OF A MUNICIPAL  
UTILITY ACCOUNT (NOT OLDER THAN THREE (3) MONTHS)**

**Important: Note the following**

- List Account(s) registered either in the name(s) of the Director(s) or the Company on the declaration form attached hereto.
- Attach Municipal Utility account of Company's registered office (if applicable) and in case of leased premises, attach lease agreement and the services account of leased premises. (issued in the name of the bidding company)

T2.3

RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO  
THE CONTRACT

T2.3 A	PROJECT PROGRAMME AND METHOD STATEMENT.....	T.89
T2.3 B	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE.....	T.90
T2.3 C	RATES FOR SPECIAL MATERIALS .....	T.91

### **T2.3 A PROJECT PROGRAMME AND METHOD STATEMENT**

Tenderer to supply project programme, using acceptable software, in sufficient detail to cover the various facets of the work.

This programme is to be supported by a method statement indicating the tenderer's proposed work plan for the construction of the works.

SIGNED ON BEHALF OF TENDERER:.....

#### **Note to Tenderer**

**If a tenderer wishes to submit an alternative tender then this form, appropriately completed, shall be attached to the bill of quantities for the alternative proposal.**



**T2.3 B SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE**

The tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme and his tendered unit rates, in the table below. The amounts for contingencies and contract price adjustment shall not be included.

<b>MONTH</b>	<b>VALUE (INCLUDING VAT)</b>
1	R
2	R
3	R
4	R
5	R
6	R
7	R
8	R
9	R
10	R
11	R
12	R
13	R
14	R
15	R
16	R
17	R
18 (FINAL)	R
<b>TOTAL: R.....</b> <b>(EXCLUDING CONTINGENCIES AND CONTRACT PRICE ADJUSTMENT)</b>	

SIGNED ON BEHALF OF TENDERER: .....

**T2.3 C RATES FOR SPECIAL MATERIALS**

Only bitumen products will be dealt with as a special material in terms of subclause 6.8.3 of the General Conditions of Contract. All bitumen products, as indicated in the contract data must be stated in the list below.

The rates and prices for the special materials shall be furnished by the contractor, which rates and prices shall exclude VAT but shall include all other obligatory taxes and levies.

**BASE MONTH = AUGUST 2025**

SPECIAL MATERIALS	UNIT *	RATE OR PRICE FOR THE BASE MONTH

\* Indicate whether the material will be delivered in bulk or in containers.

When called upon to do so, the contractor shall substantiate the above rates or prices with acceptable documentary evidence from the applicable refinery supplying the bitumen.

SIGNED ON BEHALF OF TENDERER:.....

THE CONTRACT

PART C1	AGREEMENT AND CONTRACT DATA
PART C2	PRICING DATA
PART C3	SCOPE OF WORKS
PART C4	SITE INFORMATION

**PART C1: AGREEMENT AND CONTRACT DATA**

C1.1	FORM OF OFFER AND ACCEPTANCE.....	C.3
C1.2	PERFORMANCE GUARANTEE .....	C.8
C1.3	CONTRACT DATA .....	C.11
C1.4	PERFORMANCE GUARANTEE FOR MATERIALS AND EQUIPMENT NOT YET BUILT INTO THE WORKS.....	C.26
C1.5	RETENTION MONEY GUARANTEE .....	C.29
C1.6	AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993 AND APPOINTMENT AS MINE MANAGER IN TERMS OF SECTION 3(1)(A) OF MINE HEALTH AND SAFETY ACT 29 OF 1996. ....	C.31
C1.7	ABSTRACTS OF THE MINE HEALTH AND SAFETY ACT NO. 29 OF 1996 AND AMENDMENT ACT NO. 72 OF 1997.....	C.38
C1.8	AGREEMENT WITH ADJUDICATOR .....	C.39

C1.1 FORM OF OFFER AND ACCEPTANCE

Offer

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

BID NO.:

For the

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO  
COURTS AT THENGW MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES  
ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of the 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 PRICE INCLUSIVE OF VALUE ADDED TAX IS  
(CONTRACT PRICE)

.....  
.....

Rand (in words); R ..... (in figures)

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

For the Tenderer:

Signature(s)	.....	.....
Name(s)	.....	.....
Capacity	.....	.....

Name and address of organization

.....  
.....

Signature and Name of Witness:

Signature	.....
Name	.....

Date .....

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

PART C2 Pricing data

PART C3 Scope of work

PART C4 Site information

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as 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 signed by the authorised 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 fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one copy of the fully signed original document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

For the Employer

Signature .....

Name .....

Capacity .....

Name and address of organization

Thulamela Local Municipality  
Private Bag x 5066  
Thohoyandou  
0950

Signature and Name of Witness

Signature .....

Name .....

Capacity .....

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 matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here,
3.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,
4.

Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract,

4.1

Subject .....

Details .....

4.2

Subject .....

Details .....

By the duly authorised representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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



**For the Tenderer:**

.....

Signature

.....

Name

.....

Capacity

Name and address of organisation:

.....

.....

.....

.....

Witness Signature

.....

Witness Name

.....

Date

**For the Employer**

.....

.....

.....

Name and address of organisation

**THULAMELA LOCAL MUNICIPALITY**

Private Bag x 5066

**THOHOYANDOU**

**0950**

.....

.....

.....

**Confirmation of Receipt**

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the ..... (day) of ..... (month) 20.... (year)

at.....(place)

**For the Contractor:**

Signature .....

Name .....

Capacity .....

**Signature and name of witness:**

Signature

Name .....

C1.2

PERFORMANCE GUARANTEE

(Not to be completed at tender stage)

In accordance with clause 6.2.1 of General Conditions of Contract, 3<sup>rd</sup> Edition (2015)

“Guarantor” means: .....

Physical address: .....

“Employer” means: .....

“Contractor” means: .....

“Engineer” 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

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate 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 Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer 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 Engineer 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) .....

### **C1.3 CONTRACT DATA**

#### **C1.3.1 Conditions of Contract**

The Conditions of Contract are:

- the “General Conditions of Contract” as they appear in the commercially available publication “General Conditions of Contract for Construction Works, Third Edition, 2015”, hereinafter referred to as “GCC 2015”; and
- Specific data as contained in this Contract Data.

Each party to the Contract shall purchase its own copy of the GCC 2015 (Third Edition) that applies to this Contract, available from its publisher:

**South African Institution of Civil Engineering**

**Private Bag X200**

**Halfway House**

**1685**

**South Africa**

**Tel +27 (0)11 805 5947**

**The following Notes apply:**

**Note 1**

The GCC 2015 makes several references to the Contract Data.

Each item of data below is cross-referenced to the clause in the Conditions of Contract to which it applies. Notwithstanding anything specified to the contrary, the Contract Data shall take precedence in the interpretation of any ambiguity or inconsistency between it and the GCC 2015.

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purpose of interpretation, the priority of the documents shall be in accordance with the following order of precedence:

- (a) The Form of Offer and Acceptance.
- (b) Amendments to the General Conditions of Contract within the Contract Data.
- (c) Additional conditions to the General Conditions of Contract within the Contract Data.
- (d) corrigenda to the General Conditions of Contract.
- (e) The General Conditions of Contract.
- (f) The Specifications, Drawings, Schedules and other documents forming part of the Contract (in that order) contained in the Scope of Work and the Site Information.

If any ambiguity or discrepancy is found in the documents, the Engineer needs to be contacted to issue any necessary clarification or instruction.

**Note 2**

Certain pro-forma forms and pro-forma agreements contained in the GCC 2015 have been adapted for this particular contract. Those pro-forma forms and pro-forma agreements contained in the GCC 2015 do not apply where replaced by similar pro-forma forms and pro-forma agreements in this document.

### C1.3.2 Contract Specific Data

The following contract-specific data, referring to the General Conditions of Contract, are applicable to this Contract:

#### Section 1: Data provided by the Employer

Clause	Data
1.1.1.13	The Defects Liability Period is <b>12 calendar months</b> calculated from the date of the Certificate of Completion.
1.1.1.14	The time for achieving Practical Completion is <b>5 months</b> calculated from the Commencement Date, excluding special non-working days.
1.1.1.15	The name of the Employer is <b>Thulamela Local Municipality</b>
1.1.1.26	The Pricing Strategy of a Re-measurement Contract shall apply
1.2.1.2	<p>The address of the Employer is:</p> <p>Physical address:</p> <p>Civic Centre</p> <p>Old Agriven Building</p> <p>Thohoyandou</p> <p>Postal address:</p> <p>Private Bag x 5066</p> <p>Thohoyandou</p> <p>0950</p> <p>e-mail address: mphagiac@thulamela.gov.za</p> <p>Contact numbers:</p> <p>Corporate: 015 962 7500</p> <p>Direct: 015 962 7665</p> <p>Fax: 015 962 4020</p>

Clause	Data
1.1.1.16	'Engineer' means any Director, Associate or Professional Engineer appointed by a Director of Mont Consulting Engineers to fulfil the functions of the Engineer in terms of the Contract Data.
1.2.1.2	<p>The employer's agent address for receipt of communication is:</p> <p>Physical address:</p> <p>76 Grobler Street Polokwane, 0699</p> <p>Postal address:</p> <p>P O Box 1930 Polokwane; 0700</p> <p>e-mail address:</p> <p>admin@mveconsulting.co.za</p> <p>Contact numbers:</p> <p>Corporate: 015 291 5586 Mobile: 082 075 8161 Fax: 086 535 6597</p>
3.2.1	<p>The Employer's Agent is required in terms of his appointment with the Employer to obtain the following specific approvals from the employer: e.g.</p> <ol style="list-style-type: none"> <li>1. Approval of extension of time;</li> <li>2. Approval of additional costs;</li> <li>3. Approval of variation orders;</li> <li>4. Approval of penalties;</li> <li>5. Approval from Thulamela Local Municipality for the utilization of any Contingencies.</li> </ol>
4.4	A minimum of 30% of the contract value must be sub-contracted to local contractors or suppliers as defined in the Scope of Works.



Clause	Data
4.9.1	The Contractor shall deliver to the Employer Agent, on a monthly basis, a detailed inventory of Construction Equipment kept on Site, full particulars given for each day of the month. Distinction shall be made between Owned Equipment and Hired Equipment as well as Equipment in working order and Equipment out of order. Such inventory shall be submitted by the seventh day of the month following the month to be reported.
4.10.2	The Contractor shall deliver to the Employer Agent, on a monthly basis, a return in detail of supervisory staff and the number of categorized classes of labour employed each day for the said period by the Contractor for execution of the Contract. Such return shall be submitted by the seventh day of the month following the month to be reported.
5.3.1	The documentation required <b>before commencement with Works execution</b> are: a) Health and Safety Plan (Refer to clause 4.3) b) Initial Programme (Refer to clause 5.6) c) Initial cash flow projection linked to the programme (Refer to clause 5.6.2.6) d) Security (Refer to clause 6.2) e) Insurance (refer to clause 8.6) f) Approach and methodology document for inclusion of QSE / EME sub-contractors, including detailed breakdown of rates. As described in Section 1.3.2 in Part C3 – Scope of Works.
5.3.1	The Works are to be commenced within fourteen <b>(14)</b> Days of the Commencement Date taken as Date of Site Hand-over.
5.3.2	The time to submit the documentation required before commencement with Works execution is <b>14 Days</b> .
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope of Work and Site Information, as well as other Municipality appointed contractors, and in terms of all legislation, including the Construction Regulations 2014.
5.6.2	The programme shall contain the following activities and or items as a minimum requirement: a) Testing and acceptance control b) As-built levels and drawings c) Date for Practical Completion d) Date for Completion e) Health & Safety Compliance Audits

Clause	Data
	f) Environmental Compliance Audits
5.8.1	<p>The non-working Days are Sundays.</p> <p>The special non-working Days are:</p> <p>Statutory public holidays; and</p> <p>All annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors (SAFCEC), and which commence after the Commencement Date, and which commence before the Due Completion Date.</p>
5.9.7	<p>All designs, calculations, drawings and operation and maintenance manuals shall be fully endorsed by a third party registered engineer, accomplished in such specific field of practice and the cost thereof shall be borne solely by the Contractor.</p> <p>Once the alternative design has been approved, the Contractor shall indemnify and hold harmless the Engineer, the Employer, their agents and assigns, against all claims howsoever arising out of the said design, whether in contract or delict".</p>
5.13.1	The penalty for delay is <b>R 2500.00 per calendar day.</b>
5.16.3	The latent defect period is <b>10 years</b> , commencing on the Day after the date of certification of Practical Completion.
6.2.1	<p>The type of security required for the due performance of the Contract shall be restricted to one of the following:</p> <ul style="list-style-type: none"> <li>• Cash deposit of <b>10 (ten) percent of the Contract Sum</b>,</li> <li style="text-align: center;">or</li> <li>• Performance Guarantee of 10 (ten) percent of the Contract Sum, issued by a Commercial Bank registered in the Republic of South Africa,</li> <li style="text-align: center;">or</li> <li>• Performance Guarantee of 10 (Ten) percent of the Contract Sum, issued by an Insurance Company registered in terms of the Short-term Insurance Act (Act 53 of 1998).</li> </ul> <p><b>Whenever a Joint Venture constitutes the contracting party (Contractor) to this Contract, the Performance Guarantee shall be issued on behalf of the Joint Venture.</b></p>

Clause	Data										
6.2.2	Delete the entire contents of Clause 6.2.2 and replace with: “Failure to deliver an acceptable security as selected in the Contract Data within the stipulated period is a fundamental breach of Contract”.										
6.5.1.2.3	The percentage allowance to cover overhead charges is <b>10 (ten) percent</b> .										
6.8.2	<p>The value of certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</p> <table> <tr> <td>x</td><td>= 0.10</td></tr> <tr> <td>Labour</td><td>a = 0.20</td></tr> <tr> <td>Plant</td><td>b = 0.40</td></tr> <tr> <td>Material</td><td>c = 0.25</td></tr> <tr> <td>Fuel</td><td>d = 0.15</td></tr> </table> <p>The applicable area is <b>Limpopo Province</b>.</p> <p>The applicable industry for the Producer Price Index for materials is Civil Engineering Materials Index</p> <p>The applicable area for the Producer Price Index for fuel is <b>Witwatersrand</b></p> <p>The base month is the month prior to closing date of bid.</p>	x	= 0.10	Labour	a = 0.20	Plant	b = 0.40	Material	c = 0.25	Fuel	d = 0.15
x	= 0.10										
Labour	a = 0.20										
Plant	b = 0.40										
Material	c = 0.25										
Fuel	d = 0.15										
6.8.3	<p>The following are special materials:</p> <p>Bitumen binder extracted from petroleum based products and used on site, including that used in asphalt, irrespective of whether it is produced and/or placed by the Contractor or an approved subcontractor.</p> <p>The rates and prices for the special materials shall be furnished by the contractor, which rates and prices ex refinery with the base date specified under 6.8.2 and shall exclude VAT but shall include all other obligatory taxes and levies on the basis specified in the contract price adjustment schedule (paragraph 4(i) and 4(ii)).</p>										
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%. Proof of ownership is required and material on site must be utilised within three (3) months after delivery.										

Clause	Data
<b>6.10.3</b>	<p>The percentage retention on amounts due to the Contractor is <b>10 (ten) percent</b>.</p> <p>The limit of retention money is 10 (ten) percent of the Contract Sum.</p> <p>Add the following sub-clause 6.10.3.1:</p> <p>A Retention Money Guarantee is not permitted.</p>
<b>8.6.1.1.2</b>	The value of Plant and materials supplied by the Employer to be included in the insurance sum is <b>nil</b> .
<b>8.6.1.1.3</b>	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is a maximum of <b>nil</b> .
<b>8.6.1.3</b>	The Limit of the liability insurance required should not be less than the contract amount.
<b>8.6.1.5</b>	The following additional and varied insurances are required: CAR & SASRIA.
<b>9.2.1.3.2</b>	Clause 9.2.1.3.2 is replaced by the following “Has failed to submit documentation or to commence the Works in terms of Clause 5.3, or has suspended the progress of the Works for fourteen (14) consecutive days after receiving from the Employer’s Agent written notice to proceed,” duplicate to C1.5.2
<b>10.5.2</b>	Dispute resolution shall be referred to ad-hoc adjudication.
<b>10.6.1</b>	Should either of the contracting parties disagree with any decision of the ad-hoc adjudicator, such matter shall be referred to litigation for court judgement.
<b>Special Clause in terms of RDP</b>	<p>Requirements in terms of government’s reconstruction and development programme.</p> <p>Target values: In this project the minimum target values shall be as follows:</p> <ul style="list-style-type: none"> <li>• Labour Maximisation ( Wages) :<b>R 500 000.00</b></li> <li>• SMME’s :<b>Nil</b></li> </ul>

Clause	Data
	<p>It is a requirement that the Contractor plan for achieving these targets and that a planned programme for achieving each of the targets is submitted at the start of the project together with the clause 12 programme of construction.</p> <p><b><u>Penalties:</u></b></p> <p>The penalties for not reaching the required labour and SMME target values will be calculated at <b>200%</b> of the difference between the set target values and the actual target values achieved by the contractor at completion of the works. Penalties will be applied monthly, when the actual figures are less than <b>75%</b> of the planned monthly figures. No bonuses for achieving the set target values are applicable.</p>
<b>Special Clause in terms of EPWP</b>	
<b>Payment for LI Component of Works</b>	<p>Payment for works identified in the Scope of Works as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict</p>
<b>Linkage of Payment to Submission of Project Data</b>	<p>The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.</p>
<b>Applicable Labour Laws</b>	<p>The current Ministerial Determination (also downloadable at <a href="http://www.epwp.gov.za">www.epwp.gov.za</a>), Expanded Public Works Programmes, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers.</p>

**C1.3.4 Section 2: Data provided by the Contractor**

Clause	Data
1.1.1.9	The contractor is .....
1.2.1.2	The contractor's address for receipt of communication is: Telephone: ..... Facsimile: .....  E-mail:.....  Address:.....
5.5.1	The Works shall be completed within ..... Months as proposed by the contractor.
6.5.1.2.3	The percentage allowances to cover all charges for the contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is..... % ( <b>Maximum 10%</b> ).
6.8.3	The rate for special materials, exclusive of Value Added Tax is to be completed in Schedule T2.3 C.

**PRIORITY OF DOCUMENTS**

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purpose of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) The Form of Offer and Acceptance.
- b) Amplifications of the General Conditions of Contract within the Contract Data.
- c) Additional special conditions or amendments to the General Conditions of Contract within the Contract Data.
- d) The General Conditions of Contract.
- e) The Specifications, Drawings, Schedules and other documents forming part of the Contract (in that order) contained in the Scope of Work and the Site Information.

If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.

### **C1.3.3 Variations to the General Conditions of Contract**

The following amendments of the General Conditions of Contract 2015 apply to this contract. The headings in these Special Conditions of Contract shall not be deemed to be part thereof nor be taken into consideration in the interpretation or construction thereof or of the Contract.

## **4. CONTRACTOR'S GENERAL OBLIGATIONS**

### **4.1 EXTENT OF OBLIGATIONS AND LIABILITY**

*Add the following sub clause:*

**4.1.1.1** The Contractor shall, save in so far as it is legally or physically impossible,

- (b) Provide all superintendence, labour, materials, Constructional Plant, Temporary Works, including the design thereof, all requisite transport and all other things, whether of a temporary or permanent nature, required in and for such design, execution and completion of the Works and for the remedying of any defects, so far as the necessity for providing the same is specified in or reasonably to be inferred from the Contract.
- (c) After award of the Contract, the Contractor shall be obligated to ensure that at least the Constructional Plant stated on the prescribed form in the Tender Documents, or Constructional Plant equivalent thereto, are on the site when required."

#### **"4.1.3 Contractor deemed to have inspected the Site**

The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as practicable) as to

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions.
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the Accommodation he may require and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his tender.

No subsequent claims by the Contractor arising from his lack of knowledge of perceptible conditions on the site or its surroundings or of information available in connection therewith shall be entertained."

## **4.3 LEGAL PROVISIONS**

Add the following sub-sub clauses:

- 4.3.1** The Contractor shall, in fulfilling the Contract, comply with all applicable laws, *with regard to Health, Safety, Wages and Condition of Work*, regulations, statutory provisions and agreements, and shall, at the request to the Employer's Agent, provide proof that he has complied therewith.

#### **4.3.1.1 Mine Health and Safety Act, number 29 of 1996**

The Employer shall obtain the Mining Authorisation for all sites where mining activities, as defined in the Mine Health and Safety Act, number 29 of 1996 as amended, are to be conducted.

#### **4.3.1.2 Mineral Resources Petroleum Development Act, number 28 of 2002**

The Contractor shall assume responsibility for the Environmental Management Programme (EMPR) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the contract.”

### **4.4. SUBCONTRACTING**

Add the following subclauses:

#### **“4.4.7 Continuing obligation extending beyond date of completion of the work**

In the event of a Selected Subcontractor having undertaken to the Contractor, in respect of work executed or goods or materials supplied by such Selected Subcontractor, any continuing obligation extending beyond the date of completion of the work or the end of the Defects Liability Period, and Latent Defect Liability Period as the case may be, the Contractor shall at any time after such date cede to the Employer, at the Employer’s request and cost, the benefit of such obligation for the unexpired duration thereof, whereupon the Employer shall have no further claim against the Contractor in respect of the said continuing obligation.

#### **4.4.8 Convert the subcontract**

If the contract shall have been cancelled in terms of clause 9.2, the Employer shall have the right, by written notice given to any Selected Subcontractor not later than 28 days after the said cancellation, to convert the subcontract concerned to a direct contract between the Employer and the Subcontractor.

Provided that:

- (a) the terms of the said direct contract shall mutatis mutandis be those of the subcontract concerned, and
- (b) the Employer shall have the said right, notwithstanding any breach of the subcontract by the Contractor, subject to his forthwith paying to the Subcontractor all amounts then owing to the Subcontractor by the Contractor and perform any obligation which the Contractor has failed to perform.”

### **4.9 CONSTRUCTION EQUIPMENT**

Add the following: sub clauses:

#### **“4.9.2 Preclude seizure of construction equipment**

In order to preclude seizure by the owner of any constructional plant being held by the Contractor on a hire or hire-purchase agreement for the purposes of the contract, the Employer shall be entitled to pay any such owner the amount of any outstanding instalment or other sum owing under any hire or hire-purchase agreement and in the event



of his doing so, any amount thus paid by him shall be a debt payable to the Employer by the Contractor and may be deducted by the Employer from any moneys owing or that may become owing to the Contractor in terms of the contract, or be recovered at law from the Contractor by the Employer.

#### **4.9.3 Constructional plant brought to the site by the subcontractor**

When entering into any subcontract agreement for the execution of any part of the works, the Contractor shall incorporate in such subcontract agreement, by reference or otherwise, the provisions of this clause in respect of construction equipment brought to the site by the subcontractor."

### **5. TIME AND RELATED MATTERS**

#### **5.4 ACCESS TO THE SITE**

Add the following subclause:

**5.4.4** "If the site is insufficient for the needs and requirements of the work, the Contractor shall arrange with the owners or tenants for the additional land required and pay all rent and costs in connection therewith. The Contractor shall be responsible for all damage to such land and property, and he shall indemnify the Employer and hold him harmless in respect of all claims, demands proceedings, damages, costs, including attorneys and client costs, charges and expenses arising in respect thereof."

#### **5.14 COMPLETION**

Delete the following:

"5.14.5.3 The retention shall be reduced to half in terms of Clause 6.10.5"

#### **5.16 APPROVAL**

##### **5.16.1 Final Approval Certificate**

Delete the last sentence of this clause and replace with:

The payment of the retention money or the release of the retention money guarantee shall only be permitted after the Engineer has issued the Final Approval Certificate.

### **6. PAYMENT AND RELATED MATTERS**

#### **6.6 PROVISIONAL SUMS AND PRIME COST SUMS**

6.6.1.2.1 In the first line after the word "sums" insert "excluding VAT"

6.6.1.2.2 In the fourth line after the word "amount" insert "excluding VAT"

##### **6.10.5 Payment of retention money**

Delete the first four lines where reference is made to the first half of retention. The paragraph should read:"

“Retention money shall become due when the Employer’s Agent shall have certified payment thereof within 14 days after the expiration of the Defects Liability Period, extended if necessary in terms of Clauses 5.14.4 or 7.8.1. No retention, or part thereof, will hence be payable upon the issue of a Certificate of Completion as indicated in Clause 5.14.5.3.

## **6.11 VARIATIONS EXCEEDING 15 PER CENT**

### **6.11.1 Second paragraph:**

Change “15%” to “20%”.

Add the following subclause:

### **“6.11.2 Variations exceeding 20% per cent**

Where the decrease or increase in the quantity of work has not resulted from a written variation order (or an additional agreement) in terms of clause 5.11 but from the fact that the quantities are less or more than those given in the bill of quantities, the tendered rates or sums shall still apply, except in the case of a sub-item (or an item not subdivided into sub-items) in the bill of quantities, which covers work the value of which during the tender stage exceeds 7,5% of the value of the tender sum, and where the quantity of such sub-item or item, upon completion of the contract, deviates by more than 20% from the quantity given in the bill of quantities so that the scale of activities or the method of construction consequently changes to such an extent that the tendered rate or sum no longer applies. In such case the Engineer, should he deem it to be in the interest of the Employer or should the Contractor enter a claim, shall, considering the extent by which the deviation in respect of the quantity of the sub-item or item concerned exceeds 20%, determine a sum which will be equitable in the circumstances, and shall certify that such sum shall be deducted from or added to the sums owing to the Contractor.”

## **8. RISKS AND RELATED MATTERS**

### **8.2 Care of works**

*Add the following:*

**8.2.2.4** The Contractor shall take care that property beacons, trigonometrical survey beacons or setting-out beacons are not displaced or destroyed without the consent of the Employer’s Agent. Property beacons and trigonometrical survey beacons that have been displaced or destroyed shall be replaced by a registered land surveyor, who shall certify such replacement.

The cost of replacing all beacons displaced or destroyed during the course of the Contract without the consent of the Employer’s Agent shall be borne by the Contractor.”

## **9. TERMINATION OF CONTRACT**

### **9.3 Termination by Contractor**

*Delete the wording of sub clause 9.3.1.1.2 and replace this clause with the following:*

**9.3.1.2** "Failing to pay the contractor the amount due in terms of any payment certificate issued by the Employer's Agent, provided that such payment certificate is acceptable to the Employer and further more subject to the provision of sub-clause 3.2.3, within the time of payment provided in the contract, or."

## **10. CLAIMS AND DISPUTES**

*Add the following*

### **10.12 Joint ventures**

"If the Contractor is in a joint venture of two or more parties or persons, the parties or persons shall be jointly and severally bound to the Employer for fulfilment of the Contractor's obligations and terms of this Contract. The formation and/or conditions of agreement of the joint venture shall not be altered without the consent of the Employers. Should such a change be acceptable to the Employer then two notarially certified copies of the revised Joint Venture Agreement shall be submitted to the Employer's Agent within fourteen (14) days of signature thereof by the parties to the Joint Venture."

C1.4

PERFORMANCE GUARANTEE FOR MATERIALS AND EQUIPMENT NOT  
YET BUILT INTO THE WORKS

(not to be completed at bid stage)

To: .....

.....

.....

(hereinafter referred to as the Employer)

re: Demand Guarantee in respect of the project : .....

Contract No. : .....

For construction of : .....

Contractor : .....

I/We, the undersigned,

.....

and.....

of.....

(hereinafter referred to as the “Bank”)

address:

.....

.....

and acting on behalf of the Bank have been informed that .....  
(hereinafter called “the Contractor”) is your contractor under such Contract and wishes to receive payment in respect of manufacture or partial manufacture of equipment and/or materials brought in a ready state for despatch to the construction site, whether temporarily stored in the warehouse of the Contractor or on the Construction Site, for which the Contract requires him to obtain a guarantee.

We hereby irrevocably undertake to pay you, the Employer, any sum or sums not exceeding in total the amount of R..... (in words ..... only) the “Guaranteed Amount”

upon receipt by us of your demand in writing and your written statement stating:

- that the Contractor has failed to deliver such equipment and/or materials when required or instructed to do so.

The Bank’s liability under this guarantee is principal in nature and is not subject to the Contract. The Bank’s liability shall not be reduced, or in any way be affected by any alteration of the terms of the Contract, or any other arrangements made between the Employer and Contractor.

The Bank will pay on demand and will not determine the validity of the demand or the correctness of the amount demanded, or become party to any claim or dispute of any nature which any party may allege.

The Bank will pay the amount demanded into the bank account to be notified by the Employer.

This guarantee is neither negotiable nor transferable, is restricted to the payment of a sum of money only and is limited to the Guaranteed Amount.

This guarantee will lapse sixty (60) days after all the said equipment and/or materials have been built into the Works unless the Bank is, before the expiration date, advised in writing by the Employer of his intention to demand payment for such equipment and/or materials.

This original guarantee must be returned to the Bank by the Employer or the Employer’s duly authorised agent either:

- on expiry of the guarantee; or
- against payment of the Guaranteed Amount.

This guarantee shall be governed by the law of the Republic of South Africa.

The Bank chooses as its domicilium citandi et executandi for the purpose of the service of all notices and legal processes the following address:

THUS DONE AND SIGNED AT ..... ON ..... 20.....

In the presence of the following:

AS WITNESSES:

on behalf of the Bank and duly authorised thereto

1. ....

.....

Print Name

1. ....

.....

Print Name

and

thereto

2. ....

.....

Print Name

2. ....

.....

Print Name

on behalf of the Bank and duly authorised

### C1.5 RETENTION MONEY GUARANTEE

(not to be completed at bid stage)

TO: .....

.....

.....

.....

(whom the Contract defines as “the Employer”)

Re: Retention Money Guarantee in respect of : .....

Contract Number : .....

For supply of : .....

Contractor : .....

I/We, the undersigned,

.....

and

of

..... (hereinafter referred to as the "Bank")

address:

.....

and acting on behalf of the Bank have been informed that (hereinafter called the "Contractor") is your contractor under such Contract and wishes to receive early payment of the retention money, for which the Contract requires him to obtain a guarantee.

We hereby irrevocably undertake to pay you, the Employer, any sum or sums not exceeding in total the amount of R..... (in words ..... ) (the “guaranteed amount”, upon receipt by us of your demand in writing and your written statement stating:

- that the Contractor failed to carry out his obligation(s) to rectify defect(s) for which he is responsible under the Contract.

The Bank’s liability under this guarantee is principal in nature and is not subject to the Contract. The Bank’s liability shall not be reduced, or in any way be affected by any alteration of the terms of the Contract, or any other arrangements made between the Employer and Contractor.

The Bank will pay on demand and will not determine the validity of the demand or the correctness of the amount demanded, or become party to any claim or dispute of any nature which any party may allege.

The Bank will pay the amount demanded into the Bank account to be notified by the Employer.

This guarantee is neither negotiable nor transferable, is restricted to the payment of a sum of money only and is limited to the Guaranteed Amount.

This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.

This original guarantee must be returned to the Bank by the Employer or the Employer’s duly authorised agent either:

- on expiry of the guarantee; or
- against payment of the Guaranteed Amount.

This guarantee shall be governed by the law of the Republic of South Africa.

The Bank chooses as its domicilium citandi et executandi for the purpose of the service of all notices and legal processes the following address:

THUS DONE AND SIGNED AT ..... ON ..... 20.....

In the presence of the following:

AS WITNESSES:	on behalf of the Bank and duly authorised thereto
1. ....	1. ....
.....	.....
Print Name	Print Name
	and
	on behalf of the Bank and duly authorised thereto
2. ....	2. ....
.....	.....
Print Name	Print Name



**C1.6 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 85 of 1993 AND APPOINTMENT AS MINE MANAGER IN TERMS OF SECTION 3(1)(a) OF MINE HEALTH AND SAFETY ACT 29 of 1996.**

This AGREEMENT made at ..... on this ..... day of..... in the year ..... between THULAMELA LOCAL MUNICIPALITY (hereinafter called “the Employer” on the one part, herein represented by ..... in his capacity as ..... And delegate of the Employer and ..... (hereinafter called “the Principal Contractor”) of the other part, herein represented by ..... in his capacity as .....

WHEREAS the Employer is desirous that certain works be constructed, as stated for in **Contract No BID NO:** For (description of contract) **CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE** in the VHEMBE District of Limpopo Province and has accepted a tender by the Principal Contractor for the construction, completion and maintenance of such works and whereas the Employer and the Principal Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Principal Contractor with the provisions of the Occupational Health and Safety Act 1993(Act 85 of 1993 and the Construction Regulation, February 2014):

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or engineer requiring him to commence the execution of the Works, to either:
  - a) the date of the final certificate issued in terms of clause 5.14 of the General Conditions of Contract for Construction Works 2015 (Third Edition) as issued by the South African Institution of Civil Engineering (hereinafter referred to as “the GCC 2015”), as contained in the contract documents pertaining to this contract, or
  - b) the date of termination of the contract in terms of clause 9.1, 9.2 or 9.3 of the GCC 2015.
3. The Principal Contractor declares himself to be conversant with the following:-
  - a) All requirements, regulations and standards of the Occupational Health and Safety Act (Act 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 37: Acts or omissions by employees or mandatories and
  - iv. Sub-section 37(2) relating to the purpose and meaning of this Agreement.
  - v. Construction Regulations 2014, and other safety regulations, as applicable.
- b) The procedures and safety rules of the employer as pertaining to the Principal Contractor and to his subcontractors.
- 4. The Principal Contractor is responsible for the compliance with the Act by his sub-contractors, whether or not selected and/or approved by the employer.
- 5. The Principal Contractor warrants that all his and his sub-contractors' employees (permanent and temporary) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. The Principal Contractor shall submit a written report to this effect at each Progress Site Meeting.
- 6. The Principal Contractor undertakes to ensure that he and/or his sub-contractors and/or their respective employees will at all times comply with the following conditions:
  - a) The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal contractor obtains such approval and delegates any duty in terms of Section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
  - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Principal Contractor to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
  - c) The Employer hereby obtains an interest in the issues of any formal enquiry conducted in terms of Section 32 of the Occupational Health and Safety Act into any incident involving the Principal Contractor and/or his employees and/or his sub-contractors.

Further to the abovementioned, where contracts involve quarries or borrow pits, the following shall be applicable:-

In terms of Section 3(1)(a) of the Mine Health and Safety Act of 1996, Thulamela Local Municipality. shall appoint a manager for its mine/s.

You are hereby appointed as the mine manager for ....., with effect from.....until further notice.

In terms of this appointment you are charged with the functions, duties and responsibilities imposed by the aforementioned Act and its regulations. Without derogating from the duties, functions and responsibilities imposed by this legislation, you are to:

- i) Control, manage and direct employees at the Mine (borrow pit or quarry).
- ii) Take all reasonable measures to ensure the health and safety of employees and proper discipline at the Mine.

- iii) Take all reasonable measures to ensure that the provisions of the Mine Health and Safety Act and its regulations (as may be amended from time to time) are implemented and adhered to at the Mine.
- iv) Ensure and maintain a healthy and safe mine environment for all persons.
- v) Ensure an adequate supply of health and safety equipment and facilities.
- vi) Staff the Mine, with due regard to health and safety.
- vii) Provide health and safety training as far as reasonably practicable to all employees.
- viii) Initiate, prepare and implement codes of practice, relating to health and safety.
- ix) Maintain an effective risk identification and management system.
- x) Ensure the effective maintenance of hazard identification and medical monitoring records.
- xi) Prepare and or review the Health and Safety Policy for the Mine.
- xii) Ensure that an annual medical report is compiled at the Mine, and forwarded to the owner or the appointed owner representative of the Mine.
- xiii) Ensure compliance with relevant environmental legislation.
- xiv) Assist with implementation and maintenance of the Road Agency Limpopo SHE Management Standards, the Contractor's Compliance Pack and operational procedures.
- xv) Enhance a culture of high performance in safety and health.

You are to appoint the prescribed persons to assist you in your duties and functions, and you are hereby authorised and obliged to take all reasonable measures to comply with legislative requirements. You are to ensure that an acting mine manager is appointed when you are to be absent, or on leave for a period longer than five (5) days.

Instructions and procedures are from time to time issued by the board of the Roads Agency Limpopo, and it will be your responsibility to ensure the implementation and adherence to these instructions and procedures at the Mine.

You are further responsible to ensure that relevant environmental legislative requirements are complied with, including the implementation of all internal procedures and systems to ensure compliance with such legislation.

It would be the responsibility of yourself to report any shortcomings, in relation to the implementation of applicable legislation which you are unable to rectify, immediately in writing to the appointed owner representative.

In witness thereof the parties have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR ON BEHALF OF THE EMPLOYER/SECTION 4.1 APPOINTEE

.....

WITNESS:     1.....     2.....

NAME

(IN CAPITALS) 1.....     2.....

DATE:           .....

SIGNED FOR AND ON BEHALF OF THE PRINCIPAL CONTRACTOR/MINE MANAGER

.....

WITNESS:     1.....     2.....

NAME

(IN CAPITALS) 1.....     2.....

DATE:           .....

Copy to:        The Chief Inspector - Department of Minerals and Energy

**EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN TERMS  
OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED.  
(To be printed on Contractors letter head)**

**APPOINTMENT IN TERMS OF SUB-ORDINATE MANAGER: REGULATION 2.6.1 IN FORCE  
IN TERMS OF SCHEDULE 4 OF THE MINE HEALTH AND SAFETY ACT (ACT NO. 29 OF  
1996) AS AMENDED BY THE HEALTH SAFETY AMEDEMMENT ACT (ACT NO. 72 OF 1997)**

I, ..... in my capacity as ....., having been appointed in terms of  
**Section 3(1)** of the Act (as amended), by the Executive Manager: Roads Management who is our  
client, 'Thulamela Local Municipality' and owner of the Mine(s) to be worked under the  
requirements of the above mentioned Acts hereby, in terms of **Regulation 2.6.1** of the Act as  
amended, appoint.....as Sub-Ordinate Manager of the Contractor,  
..... of address, .....  
and contact number, ..... on Bid No.: **02/2023/2024: for the  
CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO  
COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES  
ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE**

In accordance with the provisions of the Mine Health and Safety Act, 1996 (Act 29 of 1996), you  
are also appointed in terms of Section 7(2) of the Mine Health and Safety Act, 1996 to perform  
the following functions, assigned to the Mine Manager in terms of Section 7(1), 10(2) (b) and (c)  
and 11 (1) in so far as your area of responsibilities are concerned:-

1. You must identify the hazards, assess the risk and record the hazards to health and  
safety to which employees may be exposed while they are at work, and
2. To the extent that is reasonable, you must ensure that every employee is properly  
trained:
  - a. In the measures necessary to eliminate, control and minimise those risks to  
health and safety.
  - b. In the procedures to be followed to perform the employee's work.
3. To the extent that is reasonably practical, you must:-  
Ensure that every employee becomes familiar with the work-related hazards and risk  
and the measures that must be taken to eliminate, control and minimise those hazards  
and risks.
4. To the extent that is reasonably practical, you must:-  
Ensure that every employee under your control complies with the requirements of the  
Act.  
Institutes the measures necessary to secure, maintain and enhance health and safety.  
Considers and employees training and capabilities in respect of health and safety  
before assigning a task to that employee.  
Ensure that work is performed under the general supervision of a person trained to  
understand the hazards associated with the work, and who has the authority to ensure  
that the precautionary measures laid down by the Manager are implemented. You will

be responsible for the control, management and direction of all the activities and employees connected with work and you are required to ensure that all such activities take place in accordance with the provisions of the Mine Health and Safety Act and the Regulations are complied with.

You are further required to inform the Manager, ..... as soon as practicable, of any breach of any provision of these Regulation, to enable him to inform the Principal Inspector of Mines, Department of Minerals and Energy, or take such steps as may be necessary.

Please acquaint yourself with the relevant Regulations, Standards and Procedures, which have a bearing on your appointment. You must ensure that you are fully conversant with the requirements of the Procedures for Reporting Accidents.

SIGNED: .....

DATE: .....

WITNESS: 1. .... 2. ....

NAME(Print):1. .... 2. ....

I, ....., having been appointed in terms of Regulation 2.6.1 of the act (as amended) to perform all functions entrusted to.....In terms of the Act (as amended) hereby accept the above appointment.

SIGNED: .....

DATE: .....

WITNESS: 1. .... 2. ....

NAME(Print):1. .... 2. ....

**EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN TERMS  
OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED.**

**(To be printed on Contractors letter head)**

**APPOINTMENT AS COMPETENT PERSON IN CHARGE OF MACHINERY IN TERMS OF  
REGULATION 2.13.2 IN FORCE IN TERMS OF SCHEDULE 4 OF THE MINE HEALTH AND  
SAFETY ACT (ACT NO. 29 OF 1996) AS AMENDED BY THE HEALTH AND SAFETY  
AMENDEMENT ACT (ACT NO. 72 OF 1997)**

I, ..... in my capacity as....., having been appointed  
in terms of **Section 3(1)** of the Act (as amended), by the Executive Manger: Roads Management,  
who is our client, 'Thulamela Local Municipality' and owner of the Mine(s) to be worked under the  
requirements of the above mentioned Acts hereby, in terms of **Regulations 2.13.2** of the Act as  
amended, appoint ..... as Competent Person in charge of  
machinery for the Contractor, .....of  
address ..... and contact number,..... on all  
contracts in the Limpopo Province that are undertaken by the contractor.

You are to report any accident to the mine manager immediately and personally visit the scene  
of the accident without delay.

You must familiarise yourself with the Mine Health and Safety Act and the Minerals Act and the  
Regulations and ensure that you have a copy in your possession and you must take all reasonable  
measures to ensure that the provisions of this Act are complied with.

Your attention are further drawn to Regulation 2.13.4.1 as well as the requirements of Chapter  
18,20 and 21.

Please confirm this appointment by signing at the bottom.

SIGNED: ..... DATE:.....

NAME: .....

SIGNED: ..... DATE:.....

NAME: .....

**C1.7 ABSTRACTS OF THE MINE HEALTH AND SAFETY ACT No. 29 OF 1996 AND  
AMENDMENT ACT No. 72 OF 1997**

**DEFINITIONS:**

Section 102 of the Mine Health and Safety Act refers.

“mine” means, when –

- (a) “used as a noun-
  - (i) any borehole, or excavation, in any tailing or in the earth, including the portion of the earth that is under the sea or other water, made for the purpose of searching for or winning a mineral, whether is being worked or not, or
  - (ii) any other place where a mineral deposit is being exploited, including the mining area and all buildings, structures, machinery, mine dumps, access roads or objects situated on or in that area that are used or intended to be used in connection with searching, winning, exploiting or processing of a mineral, or for health and safety purposes. But, if two or more excavations, boreholes or places are being worked in conjunction with one another
  - (iii) a works; and
- b) used as a verb, the making of any excavation or borehole referred to in paragraph (a) (i), or the exploitation of any mineral deposit in any other manner, for the purpose of winning a mineral including prospecting in connection with the winning of a mineral.
  - a) whether that substance is in solid, liquid or gaseous form;
  - b) that occurs naturally in or on the earth, in or under water or in tailings, and
  - c) that has been formed by or subjected to a geological process.

“processing” means the recovering, extracting, concentrating, refining, calcimining, classifying, crushing, milling, screening, washing, reduction, smelting or gasification or any mineral, and “process” has a similar meaning

“works” means any place, excluding a mine, where any person carries out-

  - a) The transmitting and distributing to another consumer of any form of power from a mine, by the owner thereof, to the terminal point of bulk, to the power supply meter on any such other consumer’s premises, or
  - b) Training at any central rescue station, or
  - c) The making, repairing, re-opening or closing of any subterranean tunnel, or
  - d) Any operations necessary in connection with any of the operational listed in this paragraph.



## C1.8 AGREEMENT WITH ADJUDICATOR

This agreement is made on the.....day of ..... 20..... between: the Employer  
(name of company / organisation).....  
of (address).....  
.....and the  
Contractor  
(name of company / organisation) .....  
of (address).....  
.....  
(hereinafter called **the Parties**)

**and**

(name).....  
of ..... (address)  
.....  
.....  
(hereinafter called **the Adjudicator**)

Disputes or differences may arise/have arisen\* between the Parties under a Contract  
dated.....

and known as Contract No.....

(Contract  
title).....

and these disputes or differences shall be/have been\* referred to adjudication in accordance with  
the CIDB Adjudication Procedure, (hereinafter called "**the Procedure**") and the Adjudicator may  
be or has been requested to act.

(\* Delete as necessary)

**IT IS NOW AGREED** as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.

4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by:

Signature): ..... (Signature): ..... (Signature):.....

Name: ..... Name: ..... Name: .....

who warrants that he/ she is who warrants that he/ she is the **Adjudicator** in the  
duly authorised to sign for and duly authorised to sign for presence of  
on behalf of the **First Party** in and on behalf of the **Second**  
the presence of **Party** in the presence of

Witness: Witness: Witness:

(Signature)..... (Signature)..... (Signature).....

Name: ..... Name: ..... Name: .....

Address: ..... Address: ..... Address: .....

.....

Date: ..... Date: ..... Date: .....

PART C2: PRICING DATA

C2.1	PRICING INSTRUCTIONS .....	C.42
C2.2	BILL OF QUANTITIES .....	C.46

## C2.1 PRICING INSTRUCTIONS

- 1 For the purposes of this bill of quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the standard specifications or the project specifications.

Quantity: The number of units of work for each item.

Rate: The payment per unit of work for which the tenderer tenders to do the work.

Amount: The product of the quantity and the rate tendered for an item.

Lump Sum: An amount tendered for an item, the extent of which is described in the bill of quantities, the specifications or elsewhere, but of which the quantity of work is not measured in units.

- 2 This bill of quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.

- 3 The quantities set out in the bill of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the bill of quantities, will be used to determine payments to the contractor.

The validity of the contract shall in no way be affected by differences between the quantities in the bill of quantities and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered, subject only to the provisions of sub-clause 1209 (a) of the standard specifications.

- 4 Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc, and for the completed items of work as specified, all in accordance with sub-clause 1209 (b) of the standard specifications. Full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the standard specifications and project specifications and for all the risks, obligations and responsibilities specified in the general conditions of contract, special conditions of contract, standard specifications and project specifications shall be considered as provided for collectively in the items of payment given in the bill of quantities, except in so far as the quantities given in the bill of quantities are only approximate.

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

The tenderer shall fill in a rate against all items where the words “rate only” appear in the amount column. Although no work is foreseen under such item and no quantities are

consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenders should note the provisions of paragraph 12 of this preamble.

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

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

- 6 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of clause 1220 of the standard specifications regarding the measurements of quantities for payment. Except where specified otherwise than in clause 1220, the nett measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.
- 7 The amount of work or the quantities of material stated in the bill of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the contractor.
- 8 The statement of quantities of material or the amount of work in the bill of quantities shall not be regarded as authorisation for the contractor to order material or to execute work. The contractor shall obtain the engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
- 9 The short descriptions of the payment items in the bill of quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item.
- 10 The provisions of clause 6.6 of the general conditions of contract shall apply to provisional sums and prime cost sums.
- 11 If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item total resulting from product of unit rate and quantity, the line item total shall govern and the rates 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 corrected.
- 12 A tender may be rejected if the unit rates or lump sums for some of the items in the bill of quantities are, in the opinion of the employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the

employer to adjust the unit rates or lump sums for such items, to make such adjustments.

- 13 The units of measurement indicated in the bill of quantities are metric units

The following abbreviations are used in the bill of quantities:

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

- 14 All rates and sums of money quoted in the bill of quantities shall be in rands and whole cents. Fractions of a cent shall be discarded
- 15 The item numbers appearing in the bill of quantities refer to the corresponding item numbers in the standard specifications. Item numbers prefixed by the letter B refer to payment items described under part B of the project specifications, those with C to payment items described under part C, and so on for further parts of the project specifications.

Item numbers in schedule B of the bill of quantities are, in addition, preceded by the number of each separate part of schedule B of the bill of quantities, e.g. payment item 62.02 described in the standard specifications (clause 6210), when used in part 3 of schedule B of the bill of quantities, would be numbered 3/62.02, and if this payment item had been amended in part B of the project specifications, the payment item would be indicated as 3/B62.02.

Labour intensive items are highlighted in the bills of quantities for the payment items relating to labour intensive works.

- 16.1 Those parts of the contract to be constructed using labour intensive methods have been marked in the bills of quantities with the letters LI in a separate column filled in
- C.44

against every item so designated. The works or parts of the works so designated are to be constructed using labour intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The letters marked with LI are **not necessarily an exhaustive list** of all items which must be done by hand, and this clause does not override any of the requirements in the generic labour intensive specification in the Scope of Works.

16.2 Where minimum labour intensity is specified by the design the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity target

16.3 Payment for items which are designated to be constructed using labour intensively in the schedule of quantities will not be made unless they are constructed using labour intensive methods. Any unauthorised use of plant to carry out work which was to be done labour intensively will not be condoned and any work so constructed will not be certified for payment. If a contractor, through innovation on other activities, achieved the Local labour content target, but he did not perform all LI-marked activities through labour, he will not be penalized. However, if a contractor did not achieve the Local labour content target and constructed a LI-marked activity through other means, he will not be paid for that activity. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

17. All cost for formal training to the targeted workforce (amongst others: allowances, wages, administration, transport, etc) shall be deemed to be included in the rates for Labour Intensive items.

## **C2.2 BILL OF QUANTITIES**



**CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE**

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, SCHEDULE 1 : PRELIMINARY AND GENERAL							
ITEM NO.	LABOUR INTENSIVE	PAYM. REF.	DESCRIPTION	UNIT	TENDER	BOQ	
						RATE	AMOUNT
1.1		SABS 1200 A	<b><u>PRELIMINARY AND GENERAL</u></b>				
1.1.1		8.3	<b><u>FIXED CHARGE AND VALUE RELATED ITEMS</u></b>				
1.1.1.1		PSA 4.1	Contractual Requirements	Sum	1		
1.1.2		8.3.2	<b><u>Establish facilities on the site</u></b>				
1.1.2.1		8.3.2.1	i) <b><u>Facilities for Engineer</u></b>				
		PSA 4.5	a) Furnished offices (1x) and meeting facility	Sum	1		
			b) Contract Name board	No	5		
			c) Survey assistants and material	Sum	1		
1.1.2.2		8.3.2.2	ii) <b><u>Facilities for Contractor</u></b>				
			a) Offices and storage sheds	Sum	1		
			b) Living accommodation	Sum	1		
			c) Ablution and latrine facilities	Sum	1		
			d) Tools and equipment	Sum	1		
			e) Water supplies, electric power & communications	Sum	1		
1.1.4		8.3.4					
1.2		8.4	<b><u>TIME RELATED ITEMS</u></b>				
1.2.1		PSA 4.2	Contractual requirements	Month	5		
1.2.2		PSA 4.4	<b><u>Occupational Health and Safety</u></b>				
			Provision for the cost related to the Occupational Health and Safety Act, 85 of 1993, and the relevant				
			a) Preparation of a Health & safety Plan	Sum	1		
			b) Compilation of a Risk Assessment prior to Construction	Sum	1		
			c) Health & Safety induction Training of employees	Sum	1		
			d) Compilation and keeping up to date the Health & Safety file which shall include all documentation required in terms of the act	Sum	1		
			e) Implementation of the Health and Safety Plan the entire construction period	Sum	1		
1.3		8.5	<b><u>SUMS STATED PROVISIONALLY BY THE ENGINEER (NOT SUBJECTED TO ESCALATION OR RETENTION)</u></b>				
			a) Remuneration of Community Liaison Officer	Prov. Sum	1	R 30 000,00	R 30 000,00
			b) Provide the amount of one hundred and seventy five thousand rands for Solar Infrastructure installation by Specialists (Tshilapfene)	Prov. Sum	1	R 75 000,00	R 75 000,00
			c) Supply and install a solar lighting system with 18v/150w solar panel lighting with a battery life of 12,8v 100Ah with luminous flux of 25000. The Rate shall include supply a 7m steel pole with necessary brackets and fittings.	Prov. Sum	1	R 21 400,00	R 21 400,00
			d) Provisional sum for authorities (Borrow pit and other)	Prov. Sum	1	R 5 000,00	R 5 000,00
			e) Provisional sum for PSC Members (6 members at R220 per sitting)	Prov. Sum	1	R 8 800,00	R 8 800,00
			f) Provisional sum for Training	Prov. Sum	1	R 40 000,00	R 40 000,00
			f) Provisional sum for Electrical Works	Prov. Sum	1	R 35 000,00	R 35 000,00
			Spec to be issued during construction stage by the engineer for the contractor to price				
			l) Provisional sum for Relocation of Plant	Prov. Sum	1	R 142 736,75	R 142 736,75
			m) Overheads, charges and profit on 1.3 a) to 1,3 i)	%	R 357 936,75		
TOTAL SCHEDULE 1 CARRIED FORWARD TO SUMMARY							

**CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE**

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE PROJECT.

BID No.: 18/2025/2026

**SCHEDULE 2: WATER NETWORK**

No.	LABOUR INTENSIVE	PAYM. REF.	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
2,1		<b>SABS 1200DB</b>	<b><u>SITE CLEARANCE</u></b> Clear vegetation and trees of girth up to 1m. a) Over 1,0m and up to and including 2,0m b) Over 2,0m and up to and including 3,0m	m no no	150 2 4		
2,2		<b>SABS 1200DB</b>	<b><u>EXCAVATION</u></b> Excavate in all materials for trenches for 50 HDPE pipes and smaller. Rates to include backfill, compact and dispose of surplus material a) Up to 1,0 m deep b) From 1,0 m not exceeding 1,5 m deep	m m	150 50		
2.2.2		8.3.2b)	<u>Extra-over item 2.2.1 and 2.2.2 for:</u> a) Hard rock excavation (Provisional)	m³	5		
2.2.3		8.3.2c)	Excavate and dispose of unsuitable material from trench bottom	m³	14		
2.2.4		8.3.3	<u>Excavation ancillaries:</u> Make up deficiency in backfill material (Provisional) a) By importation from designated borrow pit	m³	18		
2.2.5		8.3.3.3	Compaction in road reserves	m³	0		
2.2.6		8.3.3.4	<u>Overhaul:</u> a) Long overhaul (Provisional)	m³.km	500		
2,3	LI	<b>SABS 1200LB</b>	<b>PIPE BEDDING</b> a) Trench excavation	m³	16		
	LI	8.2.2	<u>Provision of selected fill material from:</u> a) Trench excavation	m³	27		
2,4	LI	<b>SABS 8.2.2</b>	<u>Supply and install fittings to be suitable for coupling directly</u> <b><u>Bends</u></b> a) 50 mm dia x 22.5 degrees b) 50 mm dia x 45 degrees c) 50 mm dia x 90 degrees	no no no	5 5 10		
2,5		<b>SABS 1200L</b>	<b><u>VALVES</u></b> <u>Gate valves</u> Supply and install gate valves, waterworks pattern in compliance with SABS 664, with resilient, rubberised metal gate, cap top, plain thrust collar, non-rising spindle, clockwise (right-hand) closing.				
2.5.1	LI	8.2.3	a) 50mm dia gate valve	no	2		
2.5.1	LI	8.2.2	<u>Supply and install of stand pipe</u> Complete as per drawing	no	2		
2,6		<b>SABS 1200LF</b>	<b><u>HDPE pipe</u></b> Supply, lay, bed and test the following SABS approved High Density Poly type IV/10 pipe. Rate to include excavation for trenching 500mm deep, connecting to water mains and connecting d) 50mm dia HDPE pipe	m	200		
2,7		<b>SABS 1200L</b>	<b><u>MISCELLANEOUS</u></b> <u>Valve box for gate valve</u> Sleeved Valve box as detailed on construction drawing complete:	no	2		
2,8			<b><u>SECTIONAL STORAGE TANK</u></b>				
2.8.1			Supply, design and erect new 2x 10 000 litres of LDPE Vertical Tanks elevated on 10m steel stand complete with inlet. outlet. Handling cost and profit in respect of item 2,8,1	PC Sum %	1 R 37 592,00	R 37 592,00	R 37 592,00
2.8.2			Testing for the Water Tightness test for the Tank Handling cost and profit in respect of item 2,8,2	SUM %	1 R 2 500,00	R 2 500,00	R 2 500,00
2,9		8,5	<b><u>SIGHTING, DRILLING, TESTING AND EQUIPPING OF BOREHOLE INCLUDING ALL ELECTRICAL EQUIPMENTS</u></b> Allow provisional sum for drilling, testing and equipping of boreholes with submeaseble Solar Pump pump including all connections Handling cost and profit in respect of item 2,9	PC SUM %	1 R 80 000,00	R 80 000,00	R 80 000,00
<b>TOTAL SCHEDULE 2 CARRIED FORWARD TO SUMMARY</b>							

**CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE**

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE PROJECT.

BID No.: 18/2025/2026

**SCHEDULE 3: SEWER RETICULATION NETWORK**

No.	LABOUR INTENSIVE	REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3,1		<b>SABS</b>					
3.1.1		<b>1200DB</b>	<b><u>SITE CLEARANCE</u></b>				
		8.3.1a)	Clear vegetation and trees of girth up to 1m.	m	60		
			a) Over 1,0m and up to and including 2,0m	no	2		
			b) Over 2,0m and up to and including 3,0m	no	4		
3,2		<b>SABS</b>					
3.2.1		<b>1200DB</b>	<b><u>EXCAVATION</u></b>				
		8.3.2a)	<u>Excavate in all materials for trenches for 315 DN pipes and smaller. Rates to include backfill, compact and dispose of surplus material</u>				
		a)	Up to 1,5 m deep	m	60		
3.2.2		8.3.2b)	<u>Extra-over item 2.2.1 for:</u>				
		a)	Intermediate Excavation (Provisional)	m³	3		
3.2.6		8.3.3.4	<u>Overhaul:</u>				
		a)	Limited overhaul (Provisional)	m³.km	10,00		
		b)	Long overhaul (Provisional)	m³.km	60,00		
3,4		<b>SABS</b>					
3.4.1		<b>1200LB</b>	<b><u>PIPE BEDDING</u></b>				
			<u>Selected granular material for bedding cradle from:</u>				
	LI	8.2.1	a) Trench excavation	m³	18,00		
			b) From Commercial Source	m³	18,00		
3,6		<b>1200LD</b>	<b><u>SANS 1601 (2004) TYPE 1 UPVC PIPES (Stiffness class 340)</u></b>				
3.6.1		8.2.1	<b><u>Supply, lay, bed, test and disinfect the following uPVC pipes on Class B (Complete with Couplings):</u></b>				
	LI	a)	110mm uPVC Class 34	m	60		
3.6.2		8.2.2	<u>Extra-over items 3.5.1 for:</u>				
			Cutting and trimming pipes to form closure pieces at manholes in accordance with manufacturer's specifications:				
		a)	110 mm dia	no	2		
3,7		<b>1200LD</b>	<b><u>MANHOLES</u></b>				
3.7.1		8.2.3	Construction of precast manholes including Type 2A cover and frame, spacer rings, benching, channelling, concrete blinding layer, inlet and outlet, pipes, junctions, tapers, channel sections in floor slab, step irons as shown on the drawings. For depths measured from top of cover slab to bottom of base up to but not exceeding:				
	LI	a)	Up to 1,5 m deep	no	1		
3,8		<b>1200L</b>					
		8.2.7	<b>Encasing of pipes in concrete using 25/19mm stone:</b>	m³	2		
3,9			Test manholes for watertightness	sum	1		
			Construct complete of 25kl septic tank with all pipe connection as per drawings (100l/p/dx250) (Prefab)	PC Sum	1	R 30 000,00	R 30 000,00
			Handling cost and profit			R 30 000,00	
<b>TOTAL SCHEDULE 3 CARRIED FORWARD TO SUMMARY</b>							

**CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE**

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE PROJECT.  
 BID No.: 18/2025/2026

**SCHEDULE 4: EARTHWORKS**

ITEM NO.	LABOUR INTENSIVE	PAYM. REF	DESCRIPTION	UNIT	QUANTITY	RATE	
<b>4,1</b>		<b>SABS 1200C</b>	<b><u>SITE CLEARANCE</u></b>				
4.1.1			Clear and grub	ha	1,5		
4.1.2		8.2.2	Remove and grub large trees and tree stumps of girth: a) Over 1,0m and up to and including 2,0m b) Over 2,0m and up to and including 3,0m	no no	10 4		
4.1.3		8.3.2 PSDM	<b><u>Preparation of site</u></b> Preparation and stripping of Site/removal of topsoil to	m³	80		
		8.3.4	Cut to fill (measured in fill)	m³	32		
		8.3.7a	Cut to spoil at a site located by the Contractor in conjunction with the Engineer with a freehaul distance of 1km	m³	80		
			Haulage (1km freehaul)	m³.km	3000		
<b>4,2</b>		<b>SABS 1200 D</b>	<b><u>BULK EXCAVATION</u></b>				
4.2.1		8.3.2 a)	Excavate in all materials and use for backfill as	m³	120		
4.2.2		8.3.2 a)	Excavate in all materials and dispose off site (Spoil)	m³	120		
			Haulage (1km freehaul)	m³.km	9520		
3.2.4			Extra over item 3.2.2 for disposing of spoil material on	m³	625 0		
<b>4,3</b>							
4.3.1		8.3.2 a)	Excavate in all materials and use for embankment or a) Designated borrow pits (free haul = 5km) b) Commercial sources (delivered on site)	m³ m³	250,00 0,00		
4.3.2		8.3.3 b)	<b><u>Extra-over items 3.2.1 to 3.2.2 for excavation in:</u></b> a) Intermediate excavation (Designated borrow pit) b) Hard rock excavation (Designated borrow pit only) Haulage (1km freehaul)	m³ m³ m³.km	40,00 10,00 60		
<b>4,4</b>		8.3.4	<b><u>IMPORTING OF MATERIALS</u></b>				
4.4.1		8.3.4 (b)	G5 From Commercial source Commercial sources Haulage (1km freehaul)	m³ m³.km	225 15750		
<b>4,5</b>		<b>SABS 8.3.3 a)</b>	<b><u>TREATMENT OF PLATFORM BED</u></b> a) Platform bed preparation and compaction of material	Prov Sum	1,00		
<b>TOTAL FOR SCHEDULE 4 CARRIED TO SUMMARY</b>							

**CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWENI MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE**

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWENI MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE PROJECT.

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**SCHEDULE 5: SOCCER PITCH**

ITEM NO	LABOUR INTENSIVE	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SANS 1200C	SITE CLEARANCE	PART 7: SOCCER FIELD <b>ESTABLISH FACILITIES ON SITE</b> Allowance for site office , tools, other equipment and sign board to DSAC specification	sum	1		
		SANS 1200C	<b>SITE CLEARANCE</b> Clear and grub site for Soccer Field. a) Over 1,0m and up to and including 2,0m b) Over 2,0m and up to and including 3,0m	m <sup>2</sup> no no	7140 4 4		
		8.3.1.2	<b>EARTHWORKS</b> Strip topsoil to nominal depth of 150mm on Soccer Field stockpile and maintain.	m <sup>3</sup>	1071		
		SANS 1200D 8.3.2	Cut to spoil on site unsuited material to nominal depth of 2,5m	m <sup>3</sup>	536		
		8.3.2	Cut to Fill material at the depth of not more than 500mm and compact to 93 MOD AASHTO density	m <sup>3</sup>	1 999		
			Rip instu material to depth of 150mm,scarify, shape and re-compact to 93% of Mod AASHTO density.	m <sup>3</sup>	0		
		SANS 1200 DM 8.3.15	<b>DRAINAGE</b> Construct a Cut off earth drain around soccer field	m <sup>3</sup>	45		
		SANS 0124	<b>SOIL POISON</b> Soil Poisoning extending 1m ouside soccer field in all directons	Prov Sum	1,00		
		SANS 1200MF 8.3.1	<b>SOCCER FIELD (Layer works)</b> <b>Base Course layer</b> Construct 75mm layer with G2 quality material compacted to 88% Mod AASHTO to Soccer field. Haulage (1 km freehaul)	m <sup>3</sup> KM/m3	536 42840		
			<b>Sub - Base layer</b> Import G5 quality gravel material for fill on combo court and construct 100mm selected layer compacted to 93% mod AASHTO density. Rate to include for royalties, excavation, loading, hauling,offloading, watering, spreading, shaping to levels and compacting.	m <sup>3</sup>	65		
			Supply and installation of slide max pro 50 green fields synthetic turf system with a yarn weight of 1311gr/sqm and comprises of diamond shaped 365 micron yarn (105mx68m)	Prov Sum	1		
		8.5.4	<b>SPORTS FIELD UTILITIES</b> Supply and install new steel goal posts (2.13m high x 6.40m wide with tube diameter of 120mm and 8mm thickness, painted with white paint). To be sourced from suppliers accredited by the provincial sports department and synthetic soccer netting strengthened against radiation with factory warranty of 5 years. For each goal posts.	No.	2		
		SABS 1200 GA 8.2	<b>CONCRETE STRUCTURE (sleeve base)</b>				
		8.2.3	<b>FORMWORK</b> Vertical narrow widths (up to 350mm wide)				
		8.4	<b>CONCRETE</b> Strength concrete, Grade 25/19				
		8.4.3	Construct 600mm x 300mm x 300mm concrete blocks with sleeves to support goal posts	m <sup>3</sup>	1		
			<b>LINE MARKING</b> Line marking to soccer field as per drawing. Rate to include for setting out.	Sum	1		
			<b>KERBING</b> Type straight, Precast Fig.6 kerb complete as per detail on soccer field drawing.	m	350		
			<b>Fencing</b> Supply and install 2m high Galvanised perimeter steel fence separating the playing ground from spectators. Includes, 60 x 2m high x 76mm diamter GV Steel tubing with plastic caps.	m	286		
<b>TOTAL FOR SCHEDULE 4 CARRIED TO SUMMARY</b>							

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE PROJECT.

BID No.: 18/2025/2026

SCHEDULE 6: CHANGE ROOM

BROUGHT FORWARD						
		<b>SCHEDULE 9</b>				
		<b>IRONMONGERY</b>				
		<b>LOCKS</b>				
		<b>"EN-SUITE" LOCKS</b>				
		<b>"UNION"</b>				
		<u>The following locks are to be suitable for master key operation.</u>				
1		Locks suitable for Internal doors	No	8,00		
2		Locks Suitable for External doors	No	5,00		
		<b>SUNDRIES</b>				
		<b>"UNION"</b>				
6		Door Stop (CZ8731SC)	No	13,00		
		<b>LETTERS, NAMEPLATES ETC.</b>				
7		Supply and fix aluminium signage for toilets, fire escape, directional pictogram etc.	No	8,00		
		<b>SCHEDULE 10</b>				
		<b>METALWORK</b>				
		<b>PRESSED STEEL DOOR FRAMES</b>				
		<b>GALVANISED PRESSED STEEL DOOR FRAME</b>				
1		<u>1.2mm Rebated frames suitable for half-brick walls</u> Single rebated door frame size 813x2032mm, 115mm wide.	No	9,00		
2		<u>1.2mm Rebated frames suitable for one-brick wall</u> Double rebated door frame size 910x2032mm, 115mm wide.	No	5,00		
		<b>STEEL ROLLER SHUTTERS ETC.</b>				
		<b>Serranda Epoxy powder coated roller shutters fixed to brickwork or concrete</b>				
		Manual push-up slatted roller shutter for 1 500 x 1 500mm high opening	No	0,00		
		<b>SCHEDULE 11</b>				
		<b>PLASTERING</b>				
		<b>SCREEDS</b>				
1	(LI)	<u>Screeds on concrete</u> 30mm Thick on floors	m²	150,00		
2	(LI)	<b>INTERNAL PLASTER</b> <u>Cement plaster on brickwork</u> On walls	m²	216,00		
3	(LI)	On narrow width	m²	12,00		
		<b>SCHEDULE 12</b>				
		<b>TILING</b>				
		<b>WALL TILING</b>				
1	(LI)	400X400mm On wall	m²	75,00		
2		Narrow widths	m²	20,00		
		<b>FLOOR TILING</b>				
3	(LI)	400x400mm Ceramic floor tiles	m²	150,00		
4		Skirtings 75mm high	m	172		
		<b>SCHEDULE 13</b>				
		<b>PLUMBING AND DRAINAGE</b>				
		<b>SANITARY FITTINGS</b>				
		<u>Stainless steel</u>				
1		Single bowl sink (Including wood cabinet)	No	1,00		
		<b>"VAAL"</b>				
2		BASIN: CMP single wash hand basin code WB001 size 520x420mm with fallows bracket fixed to wall to receive taps and 32mm careless chromium plated basin waste with captive metal plug , as supplied by "VAAL POTTERIES"	No	5,00		
3		URINAL: Vaal lavatera no. 704001 wall mounted jet action urinal with top inlet, FJ6.000 flushmaster fixing urinal to wall with and including two no. 8127 hanger brackets.	No	0,00		
4		9 Litre close coupled WC suite comprising pan with double flap plastic seat and cistern including flushing mechanism	No	5,00		
5		Wall hung WC pan with double flap plastic seat including Brackets (flushing valve elsewhere) for paraplegic	No	1,00		
TOTAL CARRIED FORWARD						

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE PROJECT.

SCHEDULE 6: CHANGE ROOM

BROUGHT FORWARD						
<b>SCHEDULE 4</b>						
<b>SABS1200LD SEWERS</b>						
8.2.1 (LI) Supply, Lay, Joint and Test Pipeline Upvc class 34						
1		50mm PVC pipe.	m	40,00		
2		110mm PVC pipe.	m	110,00		
8.2.2 Extra-Over Item 8.2.1 for Special						
3		50mm PVC bends.	No	3,00		
4		110mm PVC bends.	No	3,00		
5		110mm PVC Junction.	No	3,00		
6		110mm PVC Rodding eye.	No	4,00		
7		110mm PVC gulley not exceeding 500mm deep, including concrete precast on top.	No	2,00		
8		Break 110mm Diameter hole through existing concrete manhole and make good	No	1,00		
<i>Note : The following schedules 9 to 21 in this sections, have been measured in according to the "Standard System of Measuring Building Works" as been published by the ASQS. All quatities are provissional and subject to remeasurement upon completion of</i>						
<b>SCHEDULE 5</b>						
<b>MASONRY</b>						
<b>FOUNDATIONS (PROVISIONAL)</b>						
<u>Brickwork of NFX clay brick in Class II mortar</u>						
1	(LI)	Piers	No	0,00		
2	(LI)	One-brick walls	m²	22,00		
3	(LI)	One-and-a-half brick walls	m²	10,00		
<b>SUPERSTRUCTURE</b>						
<u>Brickwork of NFX clay brick in Class II mortar</u>						
4	(LI)	Piers	No	4,00		
5	(LI)	Half-brick walls	m²	48,00		
6	(LI)	Half-brick wall in beam filling	m²	5,00		
7	(LI)	One-brick walls	m²	168,00		
8		One-and-a-half brick walls	m²	0,00		
<b>BRICKWORK SUNDRIES</b>						
9		Extra for building brickwork to oversailing face with each course projecting 50mm	m	18,00		
<u>Brickwork reinforcement</u>						
10		75mm Wide reinforcement built in horizontal	m	3 600,00		
11		150mm Wide reinforcement built in horizontal	m	2 400,00		
12		230mm Wide reinforcement built in horizontal	m	800,00		
<u>Precast pre-stressed concrete lintels</u>						
13		110 x 75mm Lintels in length not exceeding 3m.	No	25,00		
<u>Galvanised hoop iron cramps, ties, etc</u>						
14		115mm wide turning piece to lintels etc.	No	12,00		
15		230mm wide turning piece to lintels etc.	No	13,00		
<b>TOTAL CARRIED FORWARD</b>						

**CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE**

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SCHEDULE 6: CHANGE ROOM

BROUGHT FORWARD					
15		Extra over brickwork for brick-on-end soldier course lintel.	m <sup>2</sup>	168,00	
16		<u>Brick-on-edge header course copings, sills, etc. Face brick pointed with recessed joints on all exposed faces</u> 220mm Wide sill set sloping and slightly projecting.	m	3,00	
17		<u>Sundries</u>		2,00	
18		15 x 150mm wide nutec cement window sill	m	50,00	
<b>SCHEDULE 6</b>					
<b>WATERPROOFING</b>					
<b>DAMP-PROOFING OF WALLS AND FLOORS</b>					
One layer of Type B 375 micron "Plastic Brikqrip Blue DPC" embossed damp-proof course					
1		In walls. <u>One layer of 250 micron "Plastall Gunplas USB Green" waterproofing sheeting Type C, sealed at laps with "Gunplas Pressure Sensitive Tape"</u>	m <sup>2</sup>	150,00	
2		Under surface beds.	m <sup>2</sup>	400,00	
<b>SCHEDULE 7</b>					
<b>CARPENTRY AND JOINERY</b>					
<b>DOORS, ETC</b>					
7		44mm Frame, braced and legged meranti door with V-tongued nd groove battens with flush back to hold onto frame with two 100mm hinges (Single Door)	No	9,00	
8		44mm Semi-Solid core flush panel door to receive commercial veneer around edges (Double Door)	No	5,00	
<u>Prefabricated timber trusses with a pitch not exceeding 25 degree pitch</u>					
Complete roof truss construction of prefabricated trusses (approximately 150m2 measured flat) including all necessary labour, timber for bracing, purlins, wall plates, gangboards, etc roof construction to mono pitched roof size 36.6x 7.53mm including wall plate, trusses, jack rafters etc					
<u>Sundries</u>					
			Sum	1	
		225x10mm Fibre cement fascia board	m	54	
<b>ROOF COVERINGS</b>					
<b>RIBBED METAL SHEETING AND ACCESSORIES</b>					
0.58mm "Chromadek" pre coated ribbed roof sheets in single lengths fixed to timber purlins and 0.58mm galvanised sheet steel accessories					
			m2	165	
		Flashing	m	40,00	
		Ridging	m	150,00	
		Valley gutter	m	15,00	
<b>ROOF AND WALL INSULATION</b>					
Sisalation 410 housing grade glass fibre reinforced aluminium foil bonded insulation					
			m2	165	
Insulation laid taut overpurlins (at approximately 1m centres) and fixed concurrent with roof covering including galvanised steel straining wires					
<b>SCHEDULE 8</b>					
<b>CEILINGS, PARTITIONS AND ACCESS FLOORING</b>					
<b>CEILINGS, ETC</b>					
1	(LI)	Supply and install suspended Nutec ceilings 4mm.	m <sup>2</sup>	145,00	
2		Extra over 1200x600mm trap door	no	2,00	
<b>TOTAL CARRIED FORWARD</b>					



CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWENI MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWENI MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE PROJECT.  
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SCHEDULE 6: CHANGE ROOM

BROUGHT FORWARD						
		<b>SCHEDULE 9</b>				
		<b>IRONMONGERY</b>				
		<b>LOCKS</b>				
		<b>"EN-SUITE" LOCKS</b>				
		<b>"UNION"</b>				
		The following locks are to be suitable for master key operation.				
1		Locks suitable for Internal doors	No	8,00		
2		Locks Suitable for External doors	No	5,00		
		<b>SUNDRIES</b>				
		<b>"UNION"</b>				
6		Door Stop (CZ8731SC)	No	13,00		
		<b>LETTERS. NAMEPLATES ETC.</b>				
7		Supply and fix aluminium signage for toilets, fire escape, directional pictogram etc.	No	8,00		
		<b>SCHEDULE 10</b>				
		<b>METALWORK</b>				
		<b>PRESSED STEEL DOOR FRAMES</b>				
		<b>GALVANISED PRESSED STEEL DOOR FRAME</b>				
1		1.2mm Rebated frames suitable for half-brick walls Single rebated door frame size 813x2032mm, 115mm wide.	No	9,00		
2		1.2mm Rebated frames suitable for one-brick wall Double rebated door frame size 910x2032mm, 115mm wide.	No	5,00		
		<b>STEEL ROLLER SHUTTERS ETC.</b>				
		<b>Serranda Epoxy powder coated roller shutters fixed to brickwork or concrete</b>				
		Manual push-up slatted roller shutter for 1 500 x 1 500mm high opening	No	0,00		
		<b>SCHEDULE 11</b>				
		<b>PLASTERING</b>				
		<b>SCREEDS</b>				
1	(LI)	<u>Screeds on concrete</u> 30mm Thick on floors	m²	150,00		
		<b>INTERNAL PLASTER</b>				
2	(LI)	Cement plaster on brickwork On walls	m²	216,00		
3	(LI)	On narrow width	m²	12,00		
		<b>SCHEDULE 12</b>				
		<b>TILING</b>				
		<b>WALL TILING</b>				
1	(LI)	400X400mm On wall	m²	75,00		
2		Narrow widths	m²	20,00		
		<b>FLOOR TILING</b>				
3	(LI)	400x400mm Ceramic floor tiles	m²	150,00		
4		Skirtings 75mm high	m	172		
		<b>SCHEDULE 13</b>				
		<b>PLUMBING AND DRAINAGE</b>				
		<b>SANITARY FITTINGS</b>				
		<u>Stainless steel</u>				
1		Single bowl sink (Including wood cabinet)	No	1,00		
		<b>"VAAL"</b>				
2		BASIN: CMP single wash hand basin code WB001 size 520x420mm with fallows bracket fixed to wall to receive taps and 32mm careless chromium plated basin waste with captive metal plug , as supplied by "VAAL POTTERIES"	No	5,00		
3		URINAL: Vaal lavatera no. 704001 wall mounted jet action urinal with top inlet, FJ6.000 flushmaster fixing urinal to wall with and including two no. 8127 hanger brackets.	No	0,00		
4		9 Litre close coupled WC suite comprising pan with double flap plastic seat and cistern including flushing mechanism	No	5,00		
5		Wall hung WC pan with double flap plastic seat including Brackets (flushing valve elsewhere) for paraplegic	No	1,00		
TOTAL CARRIED FORWARD						

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE

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SCHEDULE 6: CHANGE ROOM

BROUGHT FORWARD						
		<b><u>TRAPS, ETC.</u></b>				
		<b><u>"uPVC"</u></b>				
7		32mm Deep seal "P" trap	No	5,00		
8		40mm x 40mm Combination for double bowl with deep-seal "P" trap	No	1,00		
		<b><u>"Vulcathene"</u></b>				
9		40mm Anti-vac bottle trap	No	0,00		
		<b><u>TAPS, VALVES, ETC</u></b>				
		<b><u>"Cobra Watertech"</u></b>				
11		15mm CP angle regulating valve including flexible connection pipes	No	5,00		
12		15mm 111CP pillar tap	No	5,00		
13		15mm CP elbow action tap	No	5,00		
14		15mm CP Sink mixer	No	5,00		
17		15mm Ball valve	No	5,00		
18		20mm Ball Valve	No	5,00		
		<b><u>SANITARY PLUMBING</u></b>				
		<b><u>uPVC pipes class 34</u></b>				
23		50mm pipes	m	120,00		
24		110mm pipes	m	50,00		
		<b><u>Extra over uPVC pipes for fittings</u></b>				
25		50x40mm BSP adaptor	No	35,00		
26		50mm bend	No	20,00		
		<b><u>FIRE APPLIANCES, ETC</u></b>				
		<b><u>"Chubb"</u></b>				
49		"Everyway" hose reel complete with 30m plastic hose, chromium	No	2,00		
50		Chubb' 4,5 kg DCP fire extinguisher on and including No 02401	No	2,00		
		<b><u>TESTING</u></b>				
51		Testing water pipe system	Sum	1,00		
		<b><u>TANKS, ETC</u></b>				
		<b><u>"Jojo" plastic water tanks, etc.</u></b>				
TOTAL CARRIED FORWARD						

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE

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SCHEDULE 6: CHANGE ROOM

BROUGHT FORWARD						
		<b><u>ALUMINIUM</u></b>				
		<b><u>ALUMINIUM WINDOWS, DOORS, ETC.</u></b>				
		<b>Aluminium purpose made window by specialist anodising minimum 25 micron "anokal" or similar approved</b>				
2		Window size 650 x 1500mm high including 6mm toughened safety glass fixed with silicon and secured with 10 x 10mm beading, including lock and locking mechanism, pull handles (W01)	No	9,00		
3		Window size 530x 650mm high including 6mm toughened safety glass fixed with silicon and secured with 10 x 10mm beading, including lock and locking mechanism, pull handles (W02)	No	4,00		
		<b><u>SUNDRY ALUMINIUM WORK</u></b>				
		<b>Corner protectors</b>				
10		50 x 50 x 2mm Angle section corner protectors 1500mm long plugged and screwed to walls at 200mm centres	No	6,00		
		<b><u>SCHEDULE 18</u></b>				
		<b><u>PAINTWORK</u></b>				
		<b><u>ON FIOATED PLASTER</u></b>				
1	(LI)	Three coats paint to walls (Final coat to be dulux-double velvet)	m²	216,00		
		<b><u>ON FIBRE-CEMENT</u></b>				
2	(LI)	On fascia boards	m²	70,00		
		<b><u>ON METAL</u></b>				
3	(LI)	On door frame	m²	20,00		
		<b><u>ON WOOD</u></b>				
		<b><u>Three coats clear varnish</u></b>				
5	(LI)	On doors	m²	40,00		
TOTAL FOR SCHEDULE 6 CARRIED TO SUMMARY						

BID No.: 18/2025/2026

THULAMELA LOCAL MUNICIPALITY

**CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE**

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE PROJECT.

BID No.: 18/2025/2026

**SCHEDULE 7: PERIMETER FENCE AND GATE**

ITEM NO.	LABOUR INTENSIVE	PAYM. REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
7,1		SABS 1200 D	<b>FENCING</b> a) Supply and install a high security fencing fence with the 2,4 m high razor wire mesh with security razor wire	m	600		
7,2	LI		<b>GATE</b> Supply and install high 5600mm security gates to match the fence including pedestrian gates (Sliding Gates)	no	4		
TOTAL FOR SCHEDULE 7 CARRIED TO SUMMARY							

**CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWENI MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE**

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWENI MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE PROJECT.

BID No.: 18/2025/2026

**SCHEDULE 8: GUARD HOUSE**

Item	Payment Refers	Description	UNIT	QUANTITY	RATE	AMOUNT
		<i>Note : The following schedules 1 to 8 in this sections, have been measured according to the "SABS 1200 System for Measuring Civil Works" as been published by the SABS. All quantities are provisional and subject to remeasurement upon completion of For pricing purposes all items are to be read in conjunction with the tender drawings. No additional compensation will be made for any information shown on the drawings but not mentioned in the Bills of Quantities - the drawings take precedence over the B</i>				
		<b><u>SCHEDULE 2</u></b>				
	<b><u>SABS1200D</u></b>	<b><u>EARTHWORKS</u></b>				
	8.3.1	<b>Site preparation:</b>				
1	8.3.1.1 (LI)	Clear and strip site.	m <sup>2</sup>	10,00		
		<b><u>FOUNDATIONS</u></b>				
	<b><u>SABS1200D</u></b>	<b><u>EARTHWORKS</u></b>				
	8.3.3	<i>Restricted Excavation in all materials and use for bacfill:</i>				
2	8.3.3a (LI)	Excavations	m <sup>3</sup>	6,00		
	8.3.3b (LI)	Excavation for Foundations.	m <sup>3</sup>	7,42		
		Fill using excavated material in 150mm layers compacted to 93% Mod.	m <sup>3</sup>	8,00		
3	8.3.4a (LI)	Importing of materials Selected gravel in 150mm layers compacted to 95% Mod. AASHTO	m <sup>3</sup>	6,50		
	8.3.3b.1	<i>Extra over for:</i> Soft excavation.	m <sup>3</sup>	6,00		
4	8.3.3b.1	Intermediate excavation.	m <sup>3</sup>	1,50		
5	8.3.3b.2	Hard rock excavation.	m <sup>3</sup>	0,60		
		<b><u>SCHEDULE 2</u></b>				
	<b><u>SABS1200GB</u></b>	<b><u>CONCRETE (ORDINARY BUILDING)</u></b>				
	8.2.4	<b>REINFORCEMENT</b>				
4	8.2.4a	<i>Mild steel bars:</i> 8mm	t	Rate Only		
5		10mm	t	Rate Only		
	8.2.4a	<i>High tensile steel bars:</i> 10mm.	t	0,50		
6		12mm.	t	0,50		
7		20mm.	t	Rate Only		
9						
11		Mesh Ref 193	m <sup>2</sup>	10,00		
		Cast 25mpa concrete on foundation trenches	m <sup>3</sup>	4,00		
		cast 25mpa concrete for surface bed	m <sup>3</sup>	1,50		
1		75mm uPVC (class 12)	m	Rate Only		
2		50mm HDPE pipe class 12	m	Rate Only		
3		20mm HDPE pipe class 12	m	Rate Only		
	8.2.2	<i>Extra over for:</i> 50 x 20mm Plasson Tee	No	Rate Only		
3		20mm Plasson adaptors	No	Rate Only		
4						
		<b><u>SCHEDULE 4</u></b>				
	<b><u>SABS1200LD</u></b>	<b><u>SEWERS</u></b>				
	8.2.1 (LI)	<i>Supply, Lay, Joint and Test Pipeline Upvc class 34</i>				
1		50mm PVC pipe.	m	Rate Only		
2		110mm PVC pipe.	m	Rate Only		
	8.2.2	<i>Extra-Over Item 8.2.1 for Special</i> 50mm PVC bends.	No	Rate Only		
3		110mm PVC bends.	No	Rate Only		
4		110mm PVC Junction.	No	Rate Only		
5		110mm PVC Rodding eye.	No	Rate Only		
6		110mm PVC gulley not exceeding 500mm deep, including concrete	No	Rate Only		
7		Break 110mm Diameter hole through existing concrete manhole and	No	Rate Only		
8		<i>Note : The following schedules 9 to 21 in this sections, have been</i>				

**CARRIED FORWARD**

**CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE**

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE PROJECT.

BID No.: 18/2025/2026

**SCHEDULE 8: GUARD HOUSE**

		BROUGHT FORWARD				
		<b><u>SCHEDULE 5</u></b>				
		<b><u>MASONRY</u></b>				
		<b><u>FOUNDATIONS (PROVISIONAL)</u></b>				
		<u>Brickwork of NFX clay brick in Class II mortar</u>				
1	(LI)	Piers	m <sup>3</sup>	0,00		
2	(LI)	One-brick walls	m <sup>2</sup>	0,00		
3	(LI)	One-and-a-half brick walls	m <sup>2</sup>	0,00		
		<b><u>SUPERSTRUCTURE</u></b>				
		<u>Brickwork of NFX clay brick in Class II mortar</u>				
4	(LI)	Piers	m <sup>3</sup>	0,23		
5	(LI)	Half-brick walls	m <sup>2</sup>	42,75		
6	(LI)	Half-brick wall in beam filling	m <sup>2</sup>	3,00		
7	(LI)	One-brick walls	m <sup>2</sup>	0,00		
8		One-and-a-half brick walls	m <sup>2</sup>	3,00		
		<b><u>BRICKWORK SUNDRIES</u></b>				
9		Extra for building brickwork to oversailing face with each course	m	2,00		
		<u>Brickwork reinforcement</u>				
10		75mm Wide reinforcement built in horizontal	m	86,52		
11		150mm Wide reinforcement built in horizontal	m	86,52		
12		230mm Wide reinforcement built in horizontal	m	86,52		
		<u>Precast pre-stressed concrete lintels</u>				
13		110 x 75mm Lintels in length not exceeding 3m.	m	2,50		
		<u>Galvanised hoop iron cramps, ties, etc</u>				
14		115mm wide turning piece to lintels etc.	m	2,50		
15		230mm wide turning piece to lintels etc.	m	2,50		
		<b><u>FACE BRICKWORK</u></b>				
15		Agate satin -Imperial FBX clay face brick , size 222x106x73mm bedded	m <sup>2</sup>	29,66		
16		Extra over brickwork for brick-on-end soldier course lintel.	m	5,34		
		<u>Brick-on-edge header course copings, sills, etc. Face brick pointed with</u>				
17		220mm Wide sill set sloping and slightly projecting.	m	2,50		
		<u>Sundries</u>				
18		15 x 150mm wide nutec cement window sill	m	2,50		
		<b><u>SCHEDULE 6</u></b>				
		<b><u>WATERPROOFING</u></b>				
		<b><u>DAMP-PROOFING OF WALLS AND FLOORS</u></b>				
		<u>One layer of Type B 375 micron "Plastic Brikgrip Blue DPC" embossed</u>				
1		In walls.	m <sup>2</sup>	3,71		
2		<u>One layer of 250 micron "Plastall Gunplas USB Green" waterproofing</u> Under surface beds.	m <sup>2</sup>	10,00		
<b>TOTAL CARRIED FORWARD</b>						

**CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWENI MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE**

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWENI MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE PROJECT.

BID No.: 18/2025/2026

SCHEDULE 8: GUARD HOUSE

		BROUGHT FORWARD			
		<b>CARPENTRY AND JOINERY</b>			
		<b>DOORS, ETC</b>			
7		44mm Frame, braced and legged meranti door with V-tongued nd groove	No	1,00	
8		44mm Semi-Solid core flush panel door to receive commercial veneer	No	0,00	
		<b>Prefabricated timber trusses with a pitch not exceeding 25 degree pitch</b>			
		Complete roof truss construction of prefabricated trusses (approximately 150m2 measured flat) including all necessary labour, timber for bracing, purlins, wall plates, gangboards, etc			
		roof construction to mono pitched roof size 36.6x 7.53mm including wall Sundries	Sum	1	
		225x10mm Fibre cement fascia board	m	12,36	
		<b>ROOF COVERINGS</b>			
		<b>RIBBED METAL SHEETING AND ACCESSORIES</b>			
		0.58mm "Chromadek" pre coated ribbed roof sheets in single lengths	m2	10,00	
		Flashing	m	12,36	
		Ridging	m	3,25	
		Valley gutter	m	0,00	
		<b>ROOF AND WALL INSULATION</b>			
		Sisalation 410 housing grade glass fibre reinforced aluminium foil bonded	m2	10,00	
		Insulation laid taut overpurlins (at approximately 1m centres) and fixed			
		<b>SCHEDULE 8</b>			
		<b>CEILINGS, PARTITIONS AND ACCESS FLOORING</b>			
		<b>CEILINGS. ETC</b>			
1	(LI)	Supply and install suspended Nutec ceilings 4mm.	m2	10,00	
2		Extra over 1200x600mm trap door	no	1,00	
		<b>SCHEDULE 9</b>			
		<b>IRONMONGERY</b>			
		<b>LOCKS</b>			
		<b>"EN-SUITE" LOCKS</b>			
		<b>"UNION"</b>			
		The following locks are to be suitable for master key operation.			
1		Locks suitable for Internal doors	No	1,00	
2		Locks Suitable for External doors	No	0,00	
		<b>SUNDRIES</b>			
		<b>"UNION"</b>			
6		Door Stop (CZ8731SC)	No	1,00	
		<b>LETTERS, NAMEPLATES ETC.</b>			
7		Supply and fix aluminium signage for toilets, fire escape, directional	No	2,00	
		<b>SCHEDULE 10</b>			
		<b>METALWORK</b>			
		<b>PRESSED STEEL DOOR FRAMES</b>			
		<b>GALVANISED PRESSED STEEL DOOR FRAME</b>			
		1.2mm Rebated frames suitable for half-brick walls			
1		Single rebated door frame size 813x2032mm, 115mm wide.	No	1,00	
2		1.2mm Rebated frames suitable for one-brick wall			
		Double rebated door frame size 910x2032mm, 115mm wide.	No	0,00	
		<b>STEEL ROLLER SHUTTERS ETC</b>			
		<b>Serranda Epoxy powder coated roller shutters fixed to brickwork or</b>			
		Manual push-up slatted roller shutter for 1 500 x 1 500mm high opening	No	0,00	
		<b>TOTAL CARRIED FORWARD</b>			

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWENI MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWENI MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE PROJECT.

BID No.: 18/2025/2026

SCHEDULE 8: GUARD HOUSE

		BROUGHT FORWARD				
		<b><u>PLASTERING</u></b>				
		<b><u>SCREEDS</u></b>				
1	(LI)	<u>Screeds on concrete</u> 30mm Thick on floors	m²	10,00		
		<b><u>INTERNAL PLASTER</u></b>				
2	(LI)	<u>Cement plaster on brickwork</u> On walls	m²	29,66		
3	(LI)	On narrow width	m²	1,00		
		<b><u>SCHEDULE 12</u></b>				
		<b><u>TILING</u></b>				
		<b><u>WALL TILING</u></b>				
1	(LI)	400X400mm On wall	m²	Rate Only		
2		Narrow widths	m²	Rate Only		
		<b><u>FLOOR TILING</u></b>				
3	(LI)	400x400mm Ceramic floor tiles	m²	8,10		
4		Skirtings 75mm high	m	12		
		<b><u>SCHEDULE 13</u></b>				
		<b><u>PLUMBING AND DRAINAGE</u></b>				
		<b><u>SANITARY FITTINGS</u></b>				
		<u>Stainless steel</u>				
1		Single bowl sink (Including wood cabinet) "VAAL"	No	0,00		
2		BASIN: CMP single wash hand basin code WB001 size 520x420mm	No	0,00		
3		URINAL: Vaal lavatera no. 704001 wall mounted jet action urinal with top	No	0,00		
4		9 Litre close coupled WC suite comprising pan with double flap plastic	No	0,00		
5		Wall hung WC pan with double flap plastic seat including Brackets	No	0,00		
		<b><u>WASTE UNIONS, ETC.</u></b>				
6		40mm Waste union	No	0,00		
		<b><u>TRAPS, ETC.</u></b>				
		<b><u>"uPVC"</u></b>				
7		32mm Deep seal "P" trap	No	0,00		
8		40mm x 40mm Combination for double bowl with deep-seal "P" trap	No	0,00		
		<b><u>"Vulcathene"</u></b>				
9		40mm Anti-vac bottle trap	No	0,00		
		<b><u>TAPS, VALVES, ETC</u></b>				
		<b><u>"Cobra Watertech"</u></b>				
11		15mm CP angle regulating valve including flexible connection pipes	No	0,00		
12		15mm 111CP pillar tap	No	0,00		
13		15mm CP elbow action tap	No	0,00		
14		15mm CP Sink mixer	No	#REF!		
17		15mm Ball valve	No	#REF!		
18		20mm Ball Valve	No	#REF!		
		<b><u>SANITARY PLUMBING</u></b>				
		<u>uPVC pipes class 34</u>				
23		50mm pipes	m	0,00		
24		110mm pipes	m	0,00		
		<u>Extra over uPVC pipes for fittings</u>				
25		50x40mm BSP adaptor	No	0,00		
26		50mm bend	No	0,00		
<b>TOTAL CARRIED FORWARD</b>						



**CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGW MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE**

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGW MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE PROJECT.

**SCHEDULE 8: GUARD HOUSE**

		BROUGHT FORWARD				
		<b>CARPENTRY AND JOINERY</b>				
		<b>DOORS, ETC</b>				
7		44mm Frame, braced and legged meranti door with V-tongued nd groove battens with flush back to hold onto frame with two 100mm hinges (Single Door)	No	1,00		
8		44mm Semi-Solid core flush panel door to receive commercial veneer around edges (Double Door)	No	0,00		
		<b>Prefabricated timber trusses with a pitch not exceeding 25 degree pitch</b>				
		Complete roof truss construction of prefabricated trusses (approximately 150m2 measured flat) including all necessary labour, timber for bracing, purlins, wall plates, gangboards, etc				
		roof construction to mono pitched roof size 36.6x 7.53mm including wall plate, trusses, jack rafters etc				
		<b>Sundries</b>	Sum	1		
		225x10mm Fibre cement fascia board	m	12,36		
		<b>ROOF COVERINGS</b>				
		<b>RIBBED METAL SHEETING AND ACCESSORIES</b>				
		0.58mm "Chromadek" pre coated ribbed roof sheets in single lengths fixed to timber purlins and 0.58mm galvanised sheet steel accessories	m2	10,00		
		Flashing	m	12,36		
		Ridging	m	3,25		
		Valley gutter	m	0,00		
		<b>ROOF AND WALL INSULATION</b>				
		Sisalation 410 housing grade glass fibre reinforced aluminium foil bonded insulation	m2	10,00		
		Insulation laid taut overpurlins (at approximately 1m centres) and fixed concurrent with roof covering including galvanised steel straining wires				
		<b>SCHEDULE 8</b>				
		<b>CEILINGS, PARTITIONS AND ACCESS FLOORING</b>				
		<b>CEILINGS, ETC</b>				
1	(LI)	Supply and install suspended Nutec ceilings 4mm.	m²	10,00		
2		Extra over 1200x600mm trap door	no	1,00		
		<b>SCHEDULE 9</b>				
		<b>IRONMONGERY</b>				
		<b>LOCKS</b>				
		<b>"EN-SUITE" LOCKS</b>				
		"UNION"				
		The following locks are to be suitable for master key operation.				
1		Locks suitable for Internal doors	No	1,00		
2		Locks Suitable for External doors	No	0,00		
		<b>SUNDRIES</b>				
		"UNION"				
6		Door Stop (CZ8731SC)	No	1,00		
		<b>LETTERS, NAMEPLATES ETC.</b>				
7		Supply and fix aluminium signage for toilets, fire escape, directional pictogram etc.	No	2,00		
		<b>SCHEDULE 10</b>				
		<b>METALWORK</b>				
		<b>PRESSED STEEL DOOR FRAMES</b>				
		<b>GALVANISED PRESSED STEEL DOOR FRAME</b>				
		1.2mm Rebated frames suitable for half-brick walls				
1		Single rebated door frame size 813x2032mm, 115mm wide.	No	1,00		
		1.2mm Rebated frames suitable for one-brick wall				
2		Double rebated door frame size 910x2032mm, 115mm wide.	No	0,00		
		<b>STEEL ROLLER SHUTTERS ETC</b>				
		<b>Serranda Epoxy powder coated roller shutters fixed to brickwork or concrete</b>				
		Manual push-up slatted roller shutter for 1 500 x 1 500mm high opening	No	0,00		
<b>TOTAL CARRIED FORWARD</b>						

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWENI MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWENI MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE PROJECT.

BID No.: 18/2025/2026

SCHEDULE 8: GUARD HOUSE

		BROUGHT FORWARD				
		<b><u>PLASTERING</u></b>				
		<b><u>SCREEDS</u></b>				
1	(LI)	<u>Screeds on concrete</u> 30mm Thick on floors	m²	10,00		
		<b><u>INTERNAL PLASTER</u></b>				
2	(LI)	<u>Cement plaster on brickwork</u> On walls	m²	29,66		
3	(LI)	On narrow width	m²	1,00		
		<b><u>SCHEDULE 12</u></b>				
		<b><u>TILING</u></b>				
		<b><u>WALL TILING</u></b>				
1	(LI)	400X400mm On wall	m²	Rate Only		
2		Narrow widths	m²	Rate Only		
		<b><u>FLOOR TILING</u></b>				
3	(LI)	400x400mm Ceramic floor tiles	m²	8,10		
4		Skirtings 75mm high	m	12		
		<b><u>SCHEDULE 13</u></b>				
		<b><u>PLUMBING AND DRAINAGE</u></b>				
		<b><u>SANITARY FITTINGS</u></b>				
		<u>Stainless steel</u>				
1		Single bowl sink (Including wood cabinet) "VAAL"	No	0,00		
2		BASIN: CMP single wash hand basin code WB001 size 520x420mm	No	0,00		
3		URINAL: Vaal lavatera no. 704001 wall mounted jet action urinal with top	No	0,00		
4		9 Litre close coupled WC suite comprising pan with double flap plastic	No	0,00		
5		Wall hung WC pan with double flap plastic seat including Brackets	No	0,00		
		<b><u>WASTE UNIONS, ETC.</u></b>				
6		40mm Waste union	No	0,00		
		<b><u>TRAPS, ETC.</u></b>				
		<b><u>"uPVC"</u></b>				
7		32mm Deep seal "P" trap	No	0,00		
8		40mm x 40mm Combination for double bowl with deep-seal "P" trap	No	0,00		
		<b><u>"Vulcathene"</u></b>				
9		40mm Anti-vac bottle trap	No	0,00		
		<b><u>TAPS, VALVES, ETC</u></b>				
		<b><u>"Cobra Watertech"</u></b>				
11		15mm CP angle regulating valve including flexible connection pipes	No	Rate Only		
12		15mm 111CP pillar tap	No	Rate Only		
13		15mm CP elbow action tap	No	Rate Only		
14		15mm CP Sink mixer	No	Rate Only		
17		15mm Ball valve	No	Rate Only		
18		20mm Ball Valve	No	Rate Only		
		<b><u>SANITARY PLUMBING</u></b>				
		<u>uPVC pipes class 34</u>				
23		50mm pipes	m	0,00		
24		110mm pipes	m	0,00		
		<u>Extra over uPVC pipes for fittings</u>				
25		50x40mm BSP adaptor	No	0,00		
26		50mm bend	No	0,00		
<b>TOTAL CARRIED FORWARD</b>						

**CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE**

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE PROJECT.

BID No.: 18/2025/2026

**SCHEDULE 8: GUARD HOUSE**

BROUGHT FORWARD					
		<b>FIRE APPLIANCES, ETC</b>			
		"Chubb"			
27		"Everyway" hose reel complete with 30m plastic hose, chromium plated	No	0,00	
28		Chubb' 4,5 kg DCP fire extinguisher on and including No 02401	No	1,00	
		<b>TESTING</b>			
29		Testing water pipe system	Sum	0,00	
		<b>TANKS, ETC</b>			
		"Jojo" plastic water tanks, etc.			
		<b>SCHEDULE 17</b>			
		<b>ALUMINIUM</b>			
		<b>ALUMINIUM WINDOWS, DOORS, ETC.</b>			
		Aluminium purpose made window by specialist anodising minimum			
1		Window size 650 x 2500mm high including 6mm toughened safety glass	No	1,00	
2		Window size 530x 650mm high including 6mm toughened safety glass	No	0,00	
		<b>SUNDRY ALUMINIUM WORK</b>			
		<b>Corner protectors</b>			
2		50 x 50 x 2mm Angle section corner protectors 1500mm long plugged	No	0,00	
		<b>SCHEDULE 18</b>			
		<b>PAINTWORK</b>			
		<b>ON FLOATED PLASTER</b>			
1	(LI)	Three coats paint to walls (Final coat to be dulux-double velvet)	m²	30,00	
		<b>ON FIBRE-CEMENT</b>			
2	(LI)	On fascia boards	m²	4,90	
		<b>ON METAL</b>			
3	(LI)	On door frame	m²	1,00	
		<b>ON WOOD</b>			
		<b>Three coats clear varnish</b>			
4	(LI)	On doors	m²	1,00	
TOTAL FOR SCHEDULE 8 CARRIED TO SUMMARY					

**CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE**

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE PROJECT.

BID No.: 18/2025/2026

**SCHEDULE 9 : TENNIS,BASKET & VOLLEY BALL COURT (THENGWE MAPATE ) & PIT TOILETS**

No.	LABOUR INTENSIVE	PAYM. REF.		UNIT	QUANTITY	RATE	AMOUNT
9			<b>SECTION MG: COURTS</b>				
9.1.1		8.4.1	<b>BASKET, VOLLEY BALL AND NETBALL COURT</b>				
			<b>ESTABLISH FACILITIES ON SITE</b>				
			Allowance for site office , tools, other equipment and sign	sum	1		
9.2		<b>SANS</b>	<b>SITE CLEARANCE</b>				
9.2.1			Removal of trees	No	3		
9.2.2			Clear and grub site for combo court.	m <sup>2</sup>	648		
9.3			<b>EARTHWORKS</b>				
		8.3.1.2	Strip topsoil to nominal depth of 150mm on combo court	m <sup>3</sup>	97		
		<b>SANS</b>					
		8.3.2	Cut to spoil on site unsuited material to nominal depth of 2,5m	m <sup>3</sup>	97		
		8.3.2	Cut to Fill material at the depth of not more than 500mm and Rip instu material to depth of 150mm,scarify, shape and re-	m <sup>3</sup>	10		
				m <sup>3</sup>	114		
		<b>SANS</b>	<b>DRAINAGE</b>				
		8.3.15	Construct a Cut off earth drain around combo court	m <sup>3</sup>	144		
		<b>SANS</b>	<b>SOIL POISON</b>				
			Soil Poisoning extending 1m ouside comb-court in all	rov Sur	1,00		
			<b>COMBO COURT (Layer works)</b>				
		<b>SANS</b>	<b>Base Course layer</b>				
		8.3.1	Construct 75mm layer with G2 quality material compacted to Haulage (1km freehaul)	m <sup>3</sup>	52		
				KM/m3	5495		
			<b>Sub - Base layer</b>				
			Import G5 quality gravel material for fill on combo court and	m <sup>3</sup>	65		
		<b>SANS</b>	<b>Bituminous Surface Treatment</b>				
		<b>1200MH</b>	Prime coat using RT 1/4 quick dry tar prime to combo court at 0,7l/m <sup>2</sup>	m <sup>2</sup>	648		
		8.5.4	<b>Asphalt Surfacing</b>				
			Supply and lay 20 mm thick fine asphalt mix to combo court	m <sup>2</sup>	648		
		8.5.5	<b>Slurry Seal</b>				
			2 coats fibermastic slurry and 2 coats sports surface	m <sup>2</sup>	648		
			<b>GOAL POSTS</b>				
			Manufacture, supply and install a combine volleyball, netball	sum	1		
		8.2	<b>FORMWORK</b>				
		8.2.3	Vertical narrow widths (up to 350mm wide)	m <sup>2</sup>	3		
		8.4	<b>CONCRETE</b>				
		8.4.3	Strength concrete, Grade 25/19				
			Construct 600mm x 300mm x 300mm concrete blocks with	m <sup>3</sup>	1		
			<b>LINE MARKING</b>				
			Line marking to combo court as per drawing. Rate to include	Sum	1		
			<b>KERBING</b>				
			Type straight, Precast Fig.6 kerb complete as per detail on	m	130		
			<b>FENCING AND GATES</b>				
			Supply and Install 3600mm high, 50x2,5mm green PVC	m	140		
			Supply and Install Industrial Pedestrian Access Gate 2100mm	No.	1		
<b>TOTAL CARRIED FORWARD</b>							

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE PROJECT.

BID No.: 18/2025/2026

SCHEDULE 9 : TENNIS,BASKET & VOLLEY BALL COURT (THENGWE MAPATE ) & PIT TOILETS

No.	LABOUR INTENSIVE	PAYM. REF.		UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD							
9			SECTION : VIP TOILET				
			EARTHWORKS FOR TOILET PITS				
			Site Clearance:				
1.1.1	LIC	1,1,1	Digging up and removing rubbish, debris, vegetation, hedges,	m <sup>2</sup>	10		
1.1.2	LIC	1,1,2	Stripping average 100mm thick layer of top soil and dump to a	m <sup>2</sup>	10		
1,2		1,2	Excavations				
			Excavate in earth not exceeding 2m deep below natural,				
	LIC	1,2,1	Pit excavation and foundation trench	m <sup>3</sup>	8,856		
	LIC	1,2,2	Extra over all excavations for carting away surplus material	m <sup>3</sup>	2		
		1,2,3	Extra over all excavations in soft rock in pits and foundation				
		1,2,4	Provision for excavation in hard rock	m <sup>3</sup>	2		
		1,3	Excavation Ancillaries;				
		1,3,1	Allow for risk of collapse top sides of hole exceeding 1.5m	m <sup>2</sup>	2		
		1,4	Backfill and Compaction:				
	LIC	1,4,1	Backfill and compact trenches using labour intensive methods	m <sup>3</sup>	2		
		1,4,2	Provision for compaction tests as approved by the engineer		1		
		B2	CONCRETE AND MASONRY WORKS				
			CONCRETE, FORMWORK AND REINFORCEMENT				
			(Finishing top surfaces of concrete smooth with wood				
		2,1	FOUNDATIONS				
		2,1,1	(Concrete foundation of PIT to be 130mm thick by 250mm				
			Concrete with a coarse aggregate of 19mm and a minimum	m <sup>3</sup>	1,018875		
			Extra over item 2.1.1	m <sup>3</sup>	0,25		
		2,2	CONCRETE TESTS BLOCK				
		2,2,1	Provison for making and testing 150 x150x150mm concrete	Sum	1		
		2,3	CONCRETE SUNDRIES				
		2,3,1	Concrete slabs				
		2,3,2	Provision for walkways as instructed by engineer				
		2,4	MASONRY				
			Description for brickwork shall be deemed to include for				
			LINED PITS				
			BRICKWORK				
			Brickwork in M4 Blocks/Maxi bricks with cement mortar 1:5				
	LIC	2,4,1	140mm Thick wall	m <sup>2</sup>	35,5		
		2,4,1	Brickforce 220mm wide	m	40		
		2,5	PLASTERING				
		2,5,1	Plaster inside of pit using 1:1:1 cement, plasters and & key-	m <sup>2</sup>	87,75		
		2,5,2	Extra over item for 2.4.3.1 sealant dealing with high	m <sup>2</sup>	5		
		2,6	SOILCRETE				
		2,6,1	Soilcrete backfill to sides of pit using 7% 32.5 CEM II	m <sup>3</sup>	2,5		
			Concrete slab for dealing with high water				
TOTAL CARRIED FORWARD							

**CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE**

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE PROJECT.  
 BID No.: 18/2025/2026

**SCHEDULE 9 : TENNIS, BASKET & VOLLEY BALL COURT (THENGWWE MAPATE) & PIT TOILETS**

No.	LABOUR INTENSIVE	PAYM. REF.		UNIT	QUANTITY	RATE	AMOUNT
<b>TOTAL BROUGHT FORWARD</b>							
		2,8,1	Brickwork in M4 Blocks/Maxi bricks with cement mortar 1:5				
		2,8,1	140mm Thick wall	m²	35,5		
		2,8,2	Brickforce 220mm wide	m	300		
		<b>3</b>	<b>CARPENTRY AND JOINERY</b>				
		3,1	44mm Frame, braced and legged meranti door with V-tongued	No	2		
		3,2	Prefabricated timber trusses with a pitch not exceeding 25				
		3,2,1	Sundries	Sum	1		
		3,2,3	225x10mm Fibre cement fascia board	m	14		
		<b>3,4</b>	<b>ROOF COVERINGS</b>				
		3,1	RIBBED METAL SHEETING AND ACCESSORIES				
		3,1,1	0.58mm "Chromadek" pre coated ribbed roof sheets in single	m²	16		
		3,1,2	Flashing	m	4		
		3,1,3	Ridging	m	7,5		
		<b>4</b>	<b>IRONMONGERY</b>				
		4,1	<u>LOCKS</u>				
			<u>"EN-SUITE" LOCKS</u>				
			<u>"UNION"</u>				
			The following locks are to be suitable for master key				
		4,1,1	Locks suitable for Internal doors	no	2,00		
		4,1,2	Locks Suitable for External doors	no,	0,00		
		<b>4,2</b>	<u>SUNDRIES</u>				
			<u>"UNION"</u>				
			Door Stop (CZ8731SC)	No	2,00		
		<b>4,3</b>	<u>LETTERS, NAMEPLATES ETC.</u>				
		4,3,1	Supply and fix aluminium signage for toilets, fire escape,	No	2,00		
		<b>4,4</b>	<u>METALWORK</u>				
			<u>PRESSED STEEL DOOR FRAMES</u>				
			<u>GALVANISED PRESSED STEEL DOOR FRAME</u>				
			<u>1.2mm Rebated frames suitable for half-brick walls</u>				
			Single rebated door frame size 813x2032mm, 115mm wide.	No	2,00		
			<u>1.2mm Rebated frames suitable for one-brick wall</u>				
			Double rebated door frame size 910x2032mm, 115mm wide.	No	0,00		
			<u>STEEL ROLLER SHUTTERS ETC</u>				
			<u>Serranda Epoxy powder coated roller shutters fixed to</u>				
			<u>PLASTERING</u>				
		<b>5</b>	<u>SCREEDS</u>				
			<u>Screeds on concrete</u>				
	LI	5,1,1	30mm Thick on floors	m²	9,59		
		<b>6</b>	<u>INTERNAL PLASTER</u>				
			<u>Cement plaster on brickwork</u>				
	LI		On walls	m²	35,50		
	LI		On narrow width	m²	9,59		
<b>TOTAL CARRIED FORWARD</b>							

BID No.: 18/2025/2026

THULAMELA LOCAL MUNICIPALITY

**CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE**

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE PROJECT.

BID No.: 18/2025/2026

**SCHEDULE 9 : TENNIS,BASKET & VOLLEY BALL COURT (THENGWE MAPATE ) & PIT TOILETS**

No.	LABOUR INTENSIVE	PAYM. REF.		UNIT	QUANTITY	RATE	AMOUNT
<b>TOTAL BROUGHT FORWARD</b>							
		8	Window size 530x 650mm high including 6mm toughened	No	2,00		
			<b><u>PAINTWORK</u></b>				
		8,1	<b><u>ON FLOATED PLASTER</u></b>				
	LI	8,1,1	Three coats paint to walls (Final coat to be dulux-double velvet)	m²	35,50		
		8,2	<b><u>ON FIBRE-CEMENT</u></b>				
	LI	8,2,1	On fascia boards	m²	5,20		
		8,3	<b><u>ON METAL</u></b>				
	LI	8,3,1	On door frame	m²	1,00		
		8,4	<b><u>ON WOOD</u></b>				
			<u>Three coats clear varnish</u>				
	LI	8,4,1	On doors	m²	6,00		
<b>TOTAL FOR SCHEDULE 9 CARRIED TO SUMMARY</b>							

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE PROJECT.  
SCHEDULE 10: TENNIS,BASKET & VOLLEY BALL COURT (GONDENI STERKSTROOM ) & PIT TOILETS

No.	LABOUR INTENSIVE	PAYM. REF.		UNIT	QUANT	RATE	AMOUNT
10		SABS 1200MG	SECTION MG: COURTS				
			<b>BASKET,TENNIS, VOLLEY BALL AND NETBALL COURT</b>				
		8.4.1	<b>ESTABLISH FACILITIES ON SITE</b> Allowance for site office , tools, other equipment and sign board to DSAC specification	sum	1		
			<b>SITE CLEARANCE</b> Removal of trees Clear and grub site for combo court.	No m <sup>2</sup>	3 648		
			<b>EARTHWORKS</b> Strip topsoil to nominal depth of 150mm on combo court stockpile and maintain.	m <sup>3</sup>	97		
		8.3.1.2					
		SANS 1200D	Cut to spoil on site unsuited material	m <sup>3</sup>	97		
		8.3.2	to nominal depth of 2,5m				
			Cut to Fill material at the depth of not more than 500mm and compact to 93 MOD AASHTO density	m <sup>3</sup>	10		
		8.3.2	Rip instu material to depth of 150mm,scarify, shape and re-compact to 93% of Mod AASHTO density.	m <sup>3</sup>	114		
			<b>DRAINAGE</b> Construct a Cut off earth drain around combo court	m <sup>3</sup>	144		
		SANS 1200 DM 8.3.15					
		SANS 0124	<b>SOIL POISON</b> Soil Poisoning extending 1m ouside comb-court in all directons	Prov Sum	1,00		
			<b>COMBO COURT (Layer works)</b>				
			<b>Base Course layer</b> Construct 75mm layer with G2 quality material compacted to 88% Mod AASHTO to Soccer field.	m <sup>3</sup>	49		
		8.3.1	Haulage (1km freehaul)	KM/m3	4860		
			<b>Sub - Base layer</b> Import G5 quality gravel material for fill on combo court and construct 100mm selected layer compacted to 93% mod AASHTO density. Rate to include for royalties, excavation, loading, hauling,offloading, watering, spreading, shaping to levels and compacting.	m <sup>3</sup>	65		
			<b>Bituminous Surface Treatment</b> Prime coat using RT 1/4 quick dry tar prime to combo court at 0,7l/m <sup>2</sup>	m <sup>2</sup>	648		
		SANS 1200MH	<b>Asphalt Surfacing</b> Supply and lay 20 mm thick continuousgraded fine asphalt mix to combo court	m <sup>2</sup>	648		
		8.5.4	<b>Slurry Seal</b> 2 coats fibermastic slurry and 2 coats sports surface playcoat	m <sup>2</sup>	648		
		8.5.5	<b>GOAL POSTS</b> Manufacture, supply and install a combine netball and basketball posts set with approved netting complete to drawing. Rate to include excavation, sleeves and sleeve caps.	sum	1		
TOTAL CARRIED FORWARD							



**CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWENI MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE**

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWENI MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE PROJECT. SCHEDULE 10: TENNIS,BASKET & VOLLEY BALL COURT (GONDENI STERKSTROOM ) & PIT TOILETS							
No.	LABOUR INTENSIVE	PAYM. REF.		UNIT	QUANT	RATE	AMOUNT
<b>TOTAL BROUGHT FORWARD</b>							
9			<b>FORMWORK</b>				
		<b>SABS 1200 GA</b>	Vertical narrow widths (up to 350mm wide)	m <sup>2</sup>	3		
		8.2	<b>CONCRETE</b>				
		8.2.3	Strength concrete, Grade 25/19				
		8.4	Construct 600mm x 300mm x 300mm concrete blocks with sleeves to support goal posts	m <sup>3</sup>	1		
			<b>LINE MARKING</b>				
		8.4.3	Line marking to combo court as per drawing. Rate to include for setting out.	Sum	1		
			<b>KERBING</b>				
			Type straight, Precast Fig.6 kerb complete as per detail on combo-courts drawing.	m	130		
			<b>FENCING AND GATES</b>				
			Supply and Install 3600mm high, 50x2,5mm green PVC Coated Diamond Mesh Fence with 4200 x 76x2mm Hot Dipped Galvanized Round Tubing Corner posts with 600mm cast into 400x400x600mm concrete base, Intermediate Posts 4200x50x2mm Hot Dipped Galvanized Round Tubing with 600mm in concrete base 400x400x600mm	m	136		
			Supply and Install Industrial Pedestrian Access Gate 2100mm High x 1000mm Wide to match Fence	No.	1		
			<b>PIT TOILETS</b>				
			<b>EARTHWORKS FOR TOILET PITS</b>				
			Site Clearance:				
	1.1.1	LIC	1,1,1 Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bush, etc	m <sup>2</sup>	10		
	1.1.2	LIC	1,1,2 Stripping average 100mm thick layer of top soil and dump to a suitable dumping site to be located by the contractor	m <sup>2</sup>	10		
	1,2		<b>Excavations</b>				
			Excavate in earth not exceeding 2m deep below natural, elevated or reduced ground level for				
		LIC	1,2,1 Pit excavation and foundation trench	m <sup>3</sup>	8,856		
		LIC	1,2,2 Extra over all excavations for carting away surplus material from 'excavations and /or stockpile on site to a dumping site to be located by the contractor	m <sup>3</sup>	2		
			1,2,3 Extra over all excavations in soft rock in pits and foundation trenches				
			1,2,4 Provision for excavation in hard rock	m <sup>3</sup>	2		
			<b>1,3 Excavation Ancillaries;</b>				
			1,3,1 Allow for risk of collapse top sides of hole exceeding 1.5m deep	m <sup>2</sup>	2		
			<b>1,4 Backfill and Compaction:</b>				
		LIC	1,4,1 Backfill and compact trenches using labour intensive methods From the excavations, spread, well watered, levelled and compacted in layers not exceeding 150mm thick in back filling around the pit to 95% MOD.AASHTO density at optimum moisture content	m <sup>3</sup>	2		
			1,4,2 Provision for compaction tests as approved by the engineer		1		
			<b>B2 CONCRETE AND MASONRY WORKS</b>				
			<b>CONCRETE, FORMWORK AND REINFORCEMENT</b>				
			(Finishing top surfaces of concrete smooth with wood float)				
			<b>2,1 FOUNDATIONS</b>				
			(Concrete foundation of PIT to be 130mm thick by 250mm wide)				
			2,1,1 Concrete with a coarse aggregate of 19mm and a minimum compressive strength of 20Mpa at 28 days	m <sup>3</sup>	1,01888		
			Extra over item 2.1.1	m <sup>3</sup>	0,25		
			<b>2,2 CONCRETE TESTS BLOCK</b>				
			2,2,1 Provision for making and testing 150 x150x150mm concrete strength test cubes	Sum	1		
			<b>2,3 CONCRETE SUNDRIES</b>				
			2,3,1 Concrete slabs				
			2,3,2 Provision for walkways as instructed by engineer				
<b>TOTAL CARRIED FORWARD</b>							

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE PROJECT.  
 BID No.: 18/2025/2026

SCHEDULE 10: TENNIS, BASKET & VOLLEY BALL COURT (GONDENI STERKSTROOM ) & PIT TOILETS

No.	LABOUR INTENSIVE	PAYM. REF.		UNIT	QUANTITY	RATE	AMOUNT
<b>TOTAL BROUGHT FORWARD</b>							
			Description for brickwork shall be deemed to include for brickforce specified every three course				
			<b>LINED PITS</b>				
			<b>BRICKWORK</b>				
			Brickwork in M4 Blocks/Maxi bricks with cement mortar 1:5 mix All				
	LIC	2,4,1	140mm Thick wall	m <sup>2</sup>	35,5		
		2,4,1	Brickforce 220mm wide	m	40		
		<b>2,5</b>	<b>PLASTERING</b>				
		2,5,1	Plaster inside of pit using 1:1:1 cement, plasters and & key-cote	m <sup>2</sup>	87,75		
		2,5,2	Extra over item for 2.4.3.1 sealant dealing with high	m <sup>2</sup>	5		
		<b>2,6</b>	<b>SOILCRETE</b>				
		2,6,1	Soilcrete backfill to sides of pit using 7% 32.5 CEM II Portland Concrete slab for dealing with high water	m <sup>3</sup>	2,5		
		<b>2,7</b>	<b>SUPERSTRUCTURE</b>				
			<b>BRICKWORK</b>				
		2,8,1	Brickwork in M4 Blocks/Maxi bricks with cement mortar 1:5 mix All				
		2,8,1	140mm Thick wall	m <sup>2</sup>	35,5		
		2,8,2	Brickforce 220mm wide	m	300		
		<b>3</b>	<b>CARPENTRY AND JOINERY</b>				
		3,1	44mm Frame, braced and legged meranti door with V-tongued nd	No	2		
		3,2	Prefabricated timber trusses with a pitch not exceeding 25 degree				
		3,2,1	Sundries	Sum	1		
		3,2,3	225x10mm Fibre cement fascia board	m	14		
		<b>3,4</b>	<b>ROOF COVERINGS</b>				
		3,1	RIBBED METAL SHEETING AND ACCESSORIES				
		3,1,1	0.58mm "Chromadek" pre coated ribbed roof sheets in single	m <sup>2</sup>	16		
		3,1,2	Flashing	m	4		
		3,1,3	Ridging	m	7,5		
		<b>4</b>	<b>IRONMONGERY</b>				
		4,1	<b>LOCKS</b>				
			<b>"EN-SUITE" LOCKS</b>				
			<b>"UNION"</b>				
			The following locks are to be suitable for master key operation.				
		4,1,1	Locks suitable for Internal doors	no	2,00		
		4,1,2	Locks Suitable for External doors	no,	0,00		
		<b>4,2</b>	<b>SUNDRIES</b>				
			<b>"UNION"</b>				
			Door Stop (CZ8731SC)	No	2,00		
<b>TOTAL CARRIED FORWARD</b>							

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE PROJECT.  
 BID No.: 18/2025/2026

SCHEDULE 10: TENNIS, BASKET & VOLLEY BALL COURT (GONDENI STERKSTROOM ) & PIT TOILETS

No.	LABOUR INTENSIVE	PAYM. REF.		UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD							
		4,3,1	Supply and fix aluminium signage for toilets, fire escape, directional	No	2,00		
		4,4	<b><u>METALWORK</u></b>				
			<b><u>PRESSED STEEL DOOR FRAMES</u></b>				
			<b><u>GALVANISED PRESSED STEEL DOOR FRAME</u></b>				
			<u>1.2mm Rebated frames suitable for half-brick walls</u>				
			Single rebated door frame size 813x2032mm, 115mm wide.	No	2,00		
			<u>1.2mm Rebated frames suitable for one-brick wall</u>				
			Double rebated door frame size 910x2032mm, 115mm wide.	No	0,00		
			<b><u>STEEL ROLLER SHUTTERS ETC</u></b>				
			<b><u>Serranda Epoxy powder coated roller shutters fixed to</u></b>				
			<b><u>PLASTERING</u></b>				
		5	<b><u>SCREEDS</u></b>				
			<u>Screeds on concrete</u>				
	LI	5,1,1	30mm Thick on floors	m²	9,59		
		6	<b><u>INTERNAL PLASTER</u></b>				
			<u>Cement plaster on brickwork</u>				
	LI		On walls	m²	35,50		
	LI		On narrow width	m²	9,59		
		7	<b><u>WINDOWS, DOORS, ETC.</u></b>				
			<b><u>Aluminium purpose made window by specialist anodising</u></b>				
		7,1	Window size 650 x 1500mm high including 6mm toughened safety	No	2,00		
			Window size 530x 650mm high including 6mm toughened safety	No	2,00		
		8	<b><u>PAINTWORK</u></b>				
		8,1	<b><u>ON FLOATED PLASTER</u></b>				
	LI	8,1,1	Three coats paint to walls (Final coat to be dulux-double velvet)	m²	35,50		
		8,2	<b><u>ON FIBRE-CEMENT</u></b>				
	LI	8,2,1	On fascia boards	m²	5,20		
		8,3	<b><u>ON METAL</u></b>				
	LI	8,3,1	On door frame	m²	1,00		
		8,4	<b><u>ON WOOD</u></b>				
			<u>Three coats clear varnish</u>				
	LI	8,4,1	On doors	m²	6,00		
TOTAL FOR SCHEDULE 10 CARRIED TO SUMMARY							

**CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWENI MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE**

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWENI MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE PROJECT.

BID No.: 18/2025/2026

**SCHEDULE 11: TENNIS, BASKET & VOLLEY BALL COURT (TSHIKAMBE) & PIT TOILETS**

No.	LABOUR INTENSIVE	PAYM REF.		UNIT	QUANTITY	RATE	AMOUNT
11		SABS 1200MG	<b>SECTION MG: COURTS</b>				
			<b><u>BASKET, TENNIS, VOLLEY BALL AND NETBALL COURT</u></b>				
		8.4.1	<b><u>ESTABLISH FACILITIES ON SITE</u></b>				
			Allowance for site office , tools, other equipment and sign board to DSAC specification	sum	1		
			<b>SITE CLEARANCE</b>				
		SANS 1200C	Removal of trees	No	3		
			Clear and grub site for combo court.	m <sup>2</sup>	648		
			<b>EARTHWORKS</b>				
		8.3.1.2	Strip topsoil to nominal depth of 150mm on combo court stockpile and maintain.	m <sup>3</sup>	97		
		SANS 1200D	Cut to spoil on site unsuited material				
		8.3.2	to nominal depth of 2,5m	m <sup>3</sup>	97		
			Cut to Fill material at the depth of not more than 500mm and compact to 93 MOD AASHTO density	m <sup>3</sup>	10		
		8.3.2	Rip instu material to depth of 150mm,scarify, shape and re-compact to 93% of Mod AASHTO density.	m <sup>3</sup>	114		
			<b>DRAINAGE</b>				
		SANS 1200 DM	Construct a Cut off earth drain around combo court	m <sup>3</sup>	144		
		8.3.15					
		SANS 0124	<b>SOIL POISON</b>				
			Soil Poisoning extending 1m ouside comb-court in all directons	rov Sur	1,00		
			<b>COMBO COURT (Layer works)</b>				
			<b>Base Course layer</b>				
		SANS 1200MF	Construct 75mm layer with G2 quality material compacted to 88% Mod AASHTO to Soccer field.	m <sup>3</sup>	49		
		8.3.1	Haulage (1km freehaul)	KM/m3	4860		
			<b>Sub - Base layer</b>				
			Import G5 quality gravel material for fill on combo court and construct 100mm selected layer compacted to 93% mod AASHTO density. Rate to include for royalties, excavation, loading, hauling,offloading, watering, spreading, shaping to levels and compacting.	m <sup>3</sup>	65		
			<b>Bituminous Surface Treatment</b>				
		SANS 1200MH	Prime coat using RT 1/4 quick dry tar prime to combo court at 0,7l/m <sup>2</sup>	m <sup>2</sup>	648		
			<b>Asphalt Surfacing</b>				
		8.5.4	Supply and lay 20 mm thick continuousgraded fine asphalt mix to combo court	m <sup>2</sup>	648		
			<b>Slurry Seal</b>				
		8.5.5	Supply and lay 4 mm thick slurry seal to combo court	No. m <sup>2</sup>	648		
				No	2		
				<b>TOTAL CARRIED FORWARD</b>			

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE PROJECT.

BID No.: 18/2025/2026

SCHEDULE 11: TENNIS,BASKET & VOLLEY BALL COURT (TSHIKAMBE) & PIT TOILETS

TOTAL BROUGHT FORWARD					
			<b>GOAL POSTS</b>		
			Manufacture, supply and install a combine netball and basketball	sum	1
			Manufacture, supply and install a combined tennis and volleyball	sum	1
			Signage to DSAC specification. Plaque - 420 X 400 Plastic Gold	sum	1
		<b>SABS</b>	<b>FORMWORK</b>		
		8.2	Vertical narrow widths (up to 350mm wide)	m <sup>2</sup>	3
		8.2.3	CONCRETE		
		8.4	Strength concrete, Grade 25/19		
		8.4.3	Construct 600mm x 300mm x 300mm concrete blocks with	m <sup>3</sup>	1
			<b>LINE MARKING</b>		
			Line marking to combo court as per drawing. Rate to include for	Sum	1
			<b>KERBING</b>		
			Type straight, Precast Fig.6 kerb complete as per detail on	m	130
			<b>FENCING AND GATES</b>		
			Supply and Install 3600mm high, 50x2,5mm green PVC Coated	m	136
			Supply and Install Industrial Pedestrian Access Gate 2100mm	No.	1
TOTAL CARRIED FORWARD					

**CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE**

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE PROJECT.

BID No.: 18/2025/2026

**SCHEDULE 11: TENNIS, BASKET & VOLLEY BALL COURT (TSHIKAMBE) & PIT TOILETS**

TOTAL BROUGHT FORWARD						R	-
			<b>EARTHWORKS FOR TOILET PITS</b>				
			Site Clearance:				
	LIC	1,1,1	Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bush, etc	m²	10		
	LIC	1,1,2	Stripping average 100mm thick layer of top soil and dump to a suitable dumping site to be located by the contractor	m²	10		
		<b>1,2</b>	<b>Excavations</b>				
			Excavate in earth not exceeding 2m deep below natural, elevated or reduced ground level for				
	LIC	1,2,1	Pit excavation and foundation trench	m³	8,856		
	LIC	1,2,2	Extra over all excavations for carting away surplus material from 'excavations and /or stockpile on site to a dumping site to be located by the contractor	m³	2		
		1,2,3	Extra over all excavations in soft rock in pits and foundation trenches				
		1,2,4	Provision for excavation in hard rock	m³	2		
		<b>1,3</b>	<b>Excavation Ancillaries;</b>				
		1,3,1	Allow for risk of collapse top sides of hole exceeding 1.5m deep	m²	2		
		<b>1,4</b>	<b>Backfill and Compaction:</b>				
			Backfill and compact trenches using labour intensive methods				
	LIC	1,4,1	From the excavations, spread, well watered, levelled and compacted in layers not exceeding 150mm thick in back filling around the pit to 95% MOD.AASHTO density at optimum moisture content	m³	2		
		1,4,2	Provision for compaction tests as approved by the engineer		1		
		<b>B2</b>	<b>CONCRETE AND MASONRY WORKS</b>				
			<b>CONCRETE, FORMWORK AND REINFORCEMENT</b>				
			(Finishing top surfaces of concrete smooth with wood float)				
		<b>2,1</b>	<b>FOUNDATIONS</b>				
			(Concrete foundation of PIT to be 130mm thick by 250mm wide)				
		2,1,1	Concrete with a coarse aggregate of 19mm and a minimum compressive strength of 20Mpa at 28 days	m³	1,018875		
			Extra over item 2.1.1	m³	0,25		
		<b>2,2</b>	<b>CONCRETE TESTS BLOCK</b>				
		2,2,1	Provision for making and testing 150 x150x150mm concrete strength test cubes	Sum	1		
TOTAL CARRIED FORWARD							

**CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE**

**CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE PROJECT.**

**BID No.: 18/2025/2026**

**SCHEDULE 11: TENNIS,BASKET & VOLLEY BALL COURT (TSHIKAMBE) & PIT TOILETS**

				TOTAL BROUGHT FORWARD		
LIC	2,3	<b>CONCRETE SUNDRIES</b>				
	2,3,1	Concrete slabs				
	2,3,2	Provision for walkways as instructed by engineer				
	2,4	<b>MASONRY</b>				
		Description for brickwork shall be deemed to include for <b>LINED PITS</b>				
		<b>BRICKWORK</b>				
		Brickwork in M4 Blocks/Maxi bricks with cement mortar 1:5 mix				
	2,4,1	140mm Thick wall	m <sup>2</sup>	35,5		
	2,4,1	Brickforce 220mm wide	m	40		
	2,5	<b>PLASTERING</b>				
	2,5,1	Plaster inside of pit using 1:1:1 cement, plasters and & key-cote	m <sup>2</sup>	87,75		
	2,5,2	Extra over item for 2.4.3.1 sealant dealing with high	m <sup>2</sup>	5		
	2,6	<b>SOILCRETE</b>				
	2,6,1	Soilcrete backfill to sides of pit using 7% 32.5 CEM II Portland Concrete slab for dealing with high water	m <sup>3</sup>	2,5		
	2,7	<b>SUPERSTRUCTURE</b>				
		<b>BRICKWORK</b>				
	2,8,1	Brickwork in M4 Blocks/Maxi bricks with cement mortar 1:5 mix				
	2,8,1	140mm Thick wall	m <sup>2</sup>	35,5		
	2,8,2	Brickforce 220mm wide	m	300		
	3	<b>CARPENTRY AND JOINERY</b>				
	3,1	44mm Frame, braced and legged meranti door with V-tongued nd	No	2		
	3,2	Prefabricated timber trusses with a pitch not exceeding 25				
	3,2,1	Sundries	Sum	1		
	3,2,3	225x10mm Fibre cement fascia board	m	14		
	3,4	<b>ROOF COVERINGS</b>				
	3,1	<b>RIBBED METAL SHEETING AND ACCESSORIES</b>				
	3,1,1	0.58mm "Chromadek" pre coated ribbed roof sheets in single	m <sup>2</sup>	16		
	3,1,2	Flashing	m	4		
	3,1,3	Ridging	m	7,5		
				TOTAL CARRIED FORWARD		

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE PROJECT.

BID No.: 18/2025/2026

SCHEDULE 11: TENNIS, BASKET & VOLLEY BALL COURT (TSHIKAMBE) & PIT TOILETS

				TOTAL BROUGHT FORWARD		
		4	<b>IRONMONGERY</b>			
		4,1	<b><u>LOCKS</u></b>			
			<b><u>"EN-SUITE" LOCKS</u></b>			
			<b><u>"UNION"</u></b>			
			The following locks are to be suitable for master key operation.			
		4,1,1	Locks suitable for Internal doors	no	2,00	
		4,1,2	Locks Suitable for External doors	no,	0,00	
		4,2	<b><u>SUNDRIES</u></b>			
			<b><u>"UNION"</u></b>			
			Door Stop (CZ8731SC)	No	2,00	
		4,3	<b><u>LETTERS, NAMEPLATES ETC.</u></b>			
		4,3,1	Supply and fix aluminium signage for toilets, fire escape,	No	2,00	
		4,4	<b><u>METALWORK</u></b>			
			<b><u>PRESSED STEEL DOOR FRAMES</u></b>			
			<b><u>GALVANISED PRESSED STEEL DOOR FRAME</u></b>			
			<b><u>1.2mm Rebated frames suitable for half-brick walls</u></b>			
			Single rebated door frame size 813x2032mm, 115mm wide.	No	2,00	
			<b><u>1.2mm Rebated frames suitable for one-brick wall</u></b>			
			Double rebated door frame size 910x2032mm, 115mm wide.	No	0,00	
			<b><u>STEEL ROLLER SHUTTERS ETC.</u></b>			
			<b>Serranda Epoxy powder coated roller shutters fixed to</b>			
			<b><u>PLASTERING</u></b>			
		5	<b><u>SCREEDS</u></b>			
			<b><u>Screeds on concrete</u></b>			
LI		5,1,1	30mm Thick on floors	m²	9,59	
		6	<b><u>INTERNAL PLASTER</u></b>			
			<b><u>Cement plaster on brickwork</u></b>			
LI			On walls	m²	35,50	
LI			On narrow width	m²	9,59	
		7	<b><u>WINDOWS, DOORS, ETC.</u></b>			
			<b>Aluminium purpose made window by specialist anodising</b>			
		7,1	Window size 650 x 1500mm high including 6mm toughened	No	2,00	
			Window size 530x 650mm high including 6mm toughened safety	No	2,00	
				TOTAL CARRIED FORWARD		



CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE PROJECT.

BID No.: 18/2025/2026

SCHEDULE 11: TENNIS,BASKET & VOLLEY BALL COURT (TSHIKAMBE) & PIT TOILETS

				TOTAL BROUGHT FORWARD			
		8,1	<u>ON FIOATED PLASTER</u>				
LI		8,1,1	Three coats paint to walls (Final coat to be dulux-double velvet)	m²	35,50		
		8,2	<u>ON FIBRE-CEMENT</u>				
LI		8,2,1	On fascia boards	m²	5,20		
		8,3	<u>ON METAL</u>				
LI		8,3,1	On door frame	m²	1,00		
		8,4	<u>ON WOOD</u>				
			<u>Three coats clear varnish</u>				
LI		8,4,1	On doors	m²	6,00		
TOTAL FOR SCHEDULE 11 CARRIED TO SUMMARY							

BID No.: 18/2025/2026

THULAMELA LOCAL MUNICIPALITY

**CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE**

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE PROJECT.

BID No.: 18/2025/2026

**SCHEDULE 12: OUTDOOR GYM (NGOVHELA)**

ITEM NO	LABOUR INTENSIVE	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
11.0		SANS	<b>SECTION 1: MINOR EARTHWORKS</b>				
11.1		<b>SABS 1200C</b>	<b>SITE CLEARANCE</b>				
11.1.1		8.2.1	Strip specified area of all grass, bush and remove	m <sup>2</sup>	324		
11.1.2		8.2.2	Remove and grub large trees and stumps of girth.	No	1		
			(i) Over 1m and up to and including 2m.	No	0		
			(ii) Over 2m and up to and including 3m				
11.2		<b>SABS 1200D</b>	<b>BULK EXCAVATIONS</b>				
11.2.1		8.3.2	Cut to spoil from a specified area, 200mm below	m <sup>3</sup>	64,8		
11.2.2		8.3.2	Extra over item 2.2.1				
			(I) Intermediate material	m <sup>3</sup>	7		
			(ii) Hard Rock material	m <sup>3</sup>	3		
11.3		<b>SABS 3400</b>	<b>SECTION 3</b>				
11.3.1			<b>PAVEMENT LAYERS OF GRAVEL MATERIAL</b>				
11.3.2			Import G5 quality gravel material for fill on combo	m <sup>3</sup>	32,4		
11.3.3			I) Construct granular base 100mm thick using G5	m <sup>3</sup>	0		
11.3.4			specified density.				
			Supply and deliver 50mm of river sand laid over G5 to	m <sup>3</sup>	20		
<b>TOTAL CARRIED FORWARD</b>							

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE PROJECT. BID No.: 18/2025/2026

SCHEDULE 11: OUTDOOR GYM (NGOVHELA)

ITEM NO	LABOUR INTENSIVE	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD							
			<b>SECTION 4 CONCRETE PAVING BLOCK, KERBING</b> Supply, deliver and lay 60mm G-block grey colour to Form concrete ditch v-drain as per DOT Standard Supply and lay figure 12 kerbing using 20/19 grade	m <sup>2</sup> m m	0 0 0		
		<b>SABS</b> 8.2.1 8.2.2	<b>SECTION 5: CONCRETE SMALL WORKS SCHEDULED FORMWORK ITEMS</b> Rough surfaces Smooth surfaces No.	m <sup>2</sup> m <sup>2</sup>	16 16		
		<b>SABS</b> 8.3.1	<b>No</b> High-Tensile Welded Mesh Ref 395	2 m <sup>2</sup>	324		
		<b>SABS</b> 8.4.1 8.4.1 8.4.2 8.4.4	<b>SCHEDULED CONCRETE ITEMS</b> Supply and lay 20Mpa concrete (grade 20/19) for supply and lay 25Mpa concrete (grade 25/19) for Supply and lay 15Mpa Blinding layer of about 50mm Unformed Surface Finishes a) Wood Floated Finish b) Steel Floated Finish	m <sup>3</sup> m <sup>3</sup> m <sup>2</sup> m <sup>2</sup> m <sup>2</sup> m <sup>2</sup>	32,4 0 0 32,4 0		
		KERBING	Joints The unit rate shall cover the cost of all materials and	m	25		
		6.1.1 6.1.2	<b>SECTION 6 FENCING AND SOLAR LIGHTING</b> Supply and construct an anti- climb fence of 1.8m high Supply and install anti -climb pedestrian gate for  a) Supply and install outdoor gym equipment set including: Sit-up Bench, Pull Chair, Rowing Machine, Parallel Bar, Chin-up & Dipping Bars, Shoulder Wheel, Space Walker, and Leg Press. Includes foundations, fixings, labour, and transport.	m <sup>2</sup> No  Prov	144 1  1		
TOTAL FOR SCHEDULE 12 CARRIED TO SUMMARY							

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE PROJECT. BID No.: 18/2025/2026

SCHEDULE 12: OUTDOOR GYM (NGOVHELA)

ITEM NO	LABOUR INTENSIVE	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD							
			<b>SECTION 4 CONCRETE PAVING BLOCK, KERBING</b> Supply, deliver and lay 60mm G-block grey colour to Form concrete ditch v-drain as per DOT Standard Supply and lay figure 12 kerbing using 20/19 grade	m <sup>2</sup> m m	0 0 0		
		<b>SABS</b>	<b>SECTION 5: CONCRETE SMALL WORKS</b> <b>SCHEDULED FORMWORK ITEMS</b> 8.2.1 Rough surfaces 8.2.2 Smooth surfaces No.	m <sup>2</sup> m <sup>2</sup>	16 16		
		<b>SABS</b>	<b>No</b> 8.3.1 High-Tensile Welded Mesh Ref 395	2 m <sup>2</sup>	324		
		<b>SABS</b>	<b>SCHEDULED CONCRETE ITEMS</b> 8.4.1 Supply and lay 20Mpa concrete (grade 20/19) for 8.4.1 supply and lay 25Mpa concrete (grade 25/19) for 8.4.2 Supply and lay 15Mpa Blinding layer of about 50mm 8.4.4 Unformed Surface Finishes a) Wood Floated Finish b) Steel Floated Finish	m <sup>3</sup> m <sup>3</sup> m <sup>2</sup> m <sup>2</sup> m <sup>2</sup> m <sup>2</sup>	32,4 0 0 32,4 0		
		KERBING	Joints The unit rate shall cover the cost of all materials and	m	25		
			<b>SECTION 6 FENCING AND SOLAR LIGHTING</b> 6.1.1 Supply and construct an anti- climb fence of 1.8m high 6.1.2 Supply and install anti -climb pedestrian gate for  a) Supply and install outdoor gym equipment set including: Sit-up Bench, Pull Chair, Rowing Machine, Parallel Bar, Chin-up & Dipping Bars, Shoulder Wheel, Space Walker, and Leg Press. Includes foundations, fixings, labour, and transport.	m <sup>2</sup> No  Prov	144 1  1		
TOTAL FOR SCHEDULE 12 CARRIED TO SUMMARY							

BID No.: 18/2025/2026

THULAMELA LOCAL MUNICIPALITY

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE

CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE PROJECT

BID No.: 18/2025/2026

SUMMARY OF SCHEDULES

Balanced Rates

SCHEDULE 1: PRELIMINARY AND GENERAL	
SCHEDULE 2 : WATER NETWORK	
SCHEDULE 3 : SEWER RETICULATION NETWORK	
SCHEDULE 4 : EARTHWORKS AND LAYERWORKS	
SCHEDULE 5 : SOCCER PITCH	
SCHEDULE 6 : CHANGE ROOM	
SCHEDULE 7 : PERIMETER FENCE AND GATE	
SCHEDULE 8 : GUARD HOUSE	
SCHEDULE 9 : BASKET, VOLLEY BALL AND NETBALL COURT & PIT TOILETS (THENGWE MAPATE )	
SCHEDULE 10 :BASKET, VOLLEY BALL AND NETBALL COURT (GONDENI STERKSTROOM )	
SCHEDULE 11 :BASKET, VOLLEY BALL AND NETBALL COURT & PIT TOILETS (TSHIKAMBE)	
SCHEDULE 12 :OUTDOOR GYM (NGOVHELA)	
SUB TOTAL 1	
ADD 5% CONTINGENCIES	
SUBTOTAL 2	
ADD 15% VAT	
TOTAL CONSTRUCTION COST	

# THE CONTRACT

**PART C3    SCOPE OF WORKS**

**PART C4    SITE INFORMATION**

### PART C3: SCOPE OF WORK

C3.1	DESCRIPTION OF WORKS .....	C.87
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C3.4	CONSTRUCTION .....	C.100
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### **C3.1 DESCRIPTION OF WORKS**

#### **C3.1.1 Employer's Objectives**

The objectives of the project are Construction Of Tshilapfene Sport Facility And Construction Of Combo Courts At Thengwe Mapate, Gondeni Sterkstroom And Tshikambe Villages Also Including Installation Of Outdoor Gym At Ngovhela Village thereby provide recreational spaces that foster social interaction, youth engagement, and talent development..

The **employer's** other objectives are to deliver public infrastructure using labour intensive methods in accordance with EPWP Guidelines.

#### **C3.1.2 Overview and Location of Works**

The project will be implemented at five different locations: Tshilapfene, Thengwe Mapate, Gondeni Sterkstroom, Tshikambe Villages, and Ngovhela Village. These locations have been strategically selected to maximize community impact and provide accessible sports and recreational facilities to residents across different areas.

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

The works shall consist of the following main items to be upgraded under the contract. The proposed road works are;

- Tshilapfene Sport Facility
  - Construction of an artificial soccer field to provide a durable and low-maintenance playing surface including earthworks.
  - Construction of change rooms with ablution facilities to enhance the comfort and convenience of players and spectators.
  - Installation of fencing and access gate around the facility to ensure security and controlled access.
  - Installation of a spectator fence to separate playing areas from the audience.
  - Drilling and equipping of a borehole, including the installation of two 10,000-liter elevated tanks to provide a sustainable water supply for irrigation and sanitation.
  - Construction of a septic tank to manage wastewater effectively and ensure environmental compliance.
- Thengwe Mapate, Gondeni Sterkstroom, Tshikambe construction of Combo courts
  - Construction of a combo court including earthworks to facilitate multiple sports activities within the facility.
    - Netball
    - Volleyball
    - Basketball
  - Construction of two VIP latrines
- Ngovhela village Installation of Outdoor Gym
  - Sit up Bench
  - Pull Chair



**CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE**

- Rowing Machine
- Parallel Bar
- Chin- up and dipping bars
- Shoulder Wheel
- Space Walker
- Leg Press

### **C3.1.4 Location of the Works**

The following details provide the key elements of the project area.

- Municipal Area : Thulamela Local Municipality
- Central Co-ordinates:

Location	LATITUDE (S)	LONGITUDE (E)
Tshilapfene	22°53'53.06"S	30°26'50.67"E
Thengwe Mapate	22°40'33.22"S	30°38'32.61"E
Gondeni Sterkstroom	22°53'41.79"S	30°39'40.03"E
Tshikambe Villages	22°50'51.67"S	30°39'18.89"E
Ngovhela Village	22°57'41.2"S	30°26'02.1"E

### **C3.1.5 Temporary Works**

The Contractor is to design, supply, construct, demolish and spoil at his own cost any temporary works required in order to carry out the construction works as required. The routes that are part of this contract are:

- Locating and establishing of the site camp site will be the Contractors responsibility.
- The Contractor is required to adequately secure the Site during the contract period.

Tenderers are to make an adequate provision for Site security, especially with regards to, but not limited to, survey poles, temporary signage, orange netting, hoarding, electrical reticulation (until contract completion), etc.

### **C3.1.6 Existing Services**

During the visual of the project areas, no major services were identified that will require to be protected or relocated.

### **C3.1.7 Access**

Furthermore, this Contract requires that the Contractor ensures that all residents have access to their properties after hours and on weekends; all businesses are to have access during business hours. The Contractor is to implement temporary measures/deviations as required in order to achieve this outcome. Prior to the implementation of any deviation, written permission for such deviations shall be obtained from the Employer's Agent.

The Contractor shall advise all residents, community leaders and other stakeholders at least 2 weeks prior to the commencement of construction activities in an area. The Contractor is to employ a Community Liaison Officer in conjunction with the community structures in the area in order to achieve this outcome.

The construction camp and works area must be watered during dry and windy conditions to control dust fallout. Dust production must be controlled by regular watering of roads and the works area. Contractors are to ensure that dust production at the site camp as well as the works area is controlled during working hours as well as during weekends.

### **C3.1.8 Planning / Programming Conditions**

The Contractor must consider with the programming of the works the following conditions:

- All traffic accommodation requirements.
- After exposing existing services for pipe trenches and/or kerb-inlets/manholes the position, size and levels of interfering services must be provided to the Engineer.
- 

A maximum of 5 days need to be allowed in case design changes are required for the installation of new services.

### **C3.1.7 General Information**

#### **C3.1.7.1 Drawings**

The reduced drawings contained in book 2 of 2 that form part of the tender document shall be used for tender purposes only. Further drawings are to be provided on an on-going basis by the engineer.

The contractor will be supplied with an unreduced 0,05 mm thick transparent polyester print of each of the drawings. These polyester prints are issued free of charge and the contractor shall make any additional prints he may require at his own cost.

Any information in the possession of the contractor, which the resident engineer requires to complete the as-built drawings, shall be supplied to the resident engineer before a certificate of completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the engineer. The engineer will supply all figured dimensions omitted

from the drawings.

**C3.1.7.2 Power, Water Supply and Other Services**

The contractor shall make his own arrangements concerning the supply of electrical power and all other services. No direct payment will be made for the provision of electrical and other services. The cost of providing these services will be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

**C3.1.7.3 Contractor's Camp Site and Security**

The contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel and all regulations stipulated by the local authority shall be adhered to.

It is anticipated that the contractor's choice of a camp site will be influenced by the availability of telephone and electrical connections as well as the supply of potable water. Provision is made in these specifications for the erection of a security fence around the site offices. The contractor shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security of his camp, and the employer will consider no claims in this regard.

**C3.1.7.4 Additional Requirements for Construction Activities**

**C3.1.7.4.1** The contractor may not commence constructional activities 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.

**C3.1.7.4.2** The contractor shall submit proposals in connection with directional signs to the engineer for approval.

**C3.1.7.5 Programme Requirements for Construction Activities**

The contractor shall programme his activities to be suitable in terms of his resources to complete the contract inside the stipulated time period.

**C3.1.7.6 Construction in Confined Areas**

It may be necessary for the contractor to work in confined areas. In certain areas the width of the fill material and pavement layers may reduce to zero and the working space may be confined. The method of construction in these confined areas depends on the contractor's construction plant. However, the contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions, irrespective of the method used to achieve these cross-sections and dimensions, and that the rates and amounts tendered will be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for payment be considered on account of these difficulties.

**C3.1.8 Labour Regulations**

**C3.1.8.0 EPWP Requirements**

Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of this Scope of Work

**Competencies of LI Management and Supervisory staff**

Contractors shall engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/Supervisors at NQF "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent /Manager at NQF level 4 "Manage labour-intensive Construction Processes" or equivalent QCTO qualifications.

**Wage Dispute (Contractor default to pay beneficiaries)**

Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.

The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

**Provision of Hand tools**

The Contractor shall provide his labour force with hand tools of adequate quality, sufficient in numbers and make the necessary provisions to maintain the tools in good and safe working conditions

**Reporting Requirements**

The Contractor should submit the following at the beginning of the Contract:

- (a) Contracts of all the workers employed on the contracts including their certified identity documents;
- (b) Proof of Registration for COIDA.

- (c) OHS Files

The Contractor shall submit monthly returns/reports as specified below:

- (a) Signed Muster rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
- (b) Copies of certified identity documents of workers
- (c) Number of persons who have attended training including nature and duration of training provided
- (d) Assets created, rehabilitated or maintained in accordance with indicators in the EPWP M&E framework
- (e) Plant utilization returns
- (f) Progress report detailing production output compared to the programme of works

#### **C3.1.8.1 Payment for the labour-intensive component of the works**

Payment for works identified in clause 2.3 "the Extent of the Project" in the Project Specifications as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

#### **C3.1.8.2 Applicable labour laws**

Ministerial determination 4:

1. Special Public Works Programs Government Gazette no. 34310-3 of 4 May 2012.
2. Code of Good Practice for Employment and Conditions of works of Expanded Public Works Programs – Government Gazette no. 34032 of 18 February 2011.
3. Sectorial determination 2: Civil engineering sector

## **C3.2 ENGINEERING**

### **C3.2.1 Design**

- (a) The **Employer** is responsible for the design of the permanent Works as reflected in these Contract Documents unless otherwise stated.
- (b) The **Contractor** is responsible for the design of the temporary Works and their compatibility with the permanent Works.
- (c) The **Contractor** shall supply all details necessary to assist the engineer in the compilation of the as-built drawings.

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

- (a) Detail description of Works
- (b) General Works
- (c) Sign Gantries. E.g.

### **C3.2.3 Contractor's Design**

Where contractor is to supply the design of designated parts of the permanent Works or temporary Works he shall supply full working drawings supported by a professional engineer's design certificate.

### **C3.2.4 Design procedures**

All designs and modifications thereto shall be communicated in writing and the contractor and engineer shall maintain master lists to record and track all transactions.

### C3.3 PROCUREMENT POLICY

#### C3.3.1 REQUIREMENTS

The Contractor shall be required to adopt labour-based techniques through the full spectrum of the works with the proviso that the Clients' specific objectives regarding time and quality are not compromised. **Maximisation of employment** shall be of the essence on this contract.

Together with their tenders, all Tenderers are required to submit a comprehensive **implementation plan** clearly stating the labour content and number of jobs that shall be created. The employment of labour shall be reflected in a programme in sufficient details to enable the Project Manager to monitor and compare it with the implementation plan. The Contractor shall be required to submit employment data on a monthly basis to the Project Manager.

**The Contractor and all sub-contractors will be required to pay labour rates which are in accordance with SAFCEC rates for the civil construction industry for unskilled workers.**

Should the contractor, at Works Completion, be in default by non-attainment of the abovementioned labour-intensive targets, the Employer shall have the right to, without prejudice of any other rights, apply a penalty of not exceeding 5% of the contract sum.

**Tenderers are to also note that it is an explicit condition of this tender that all unskilled labourers on the project are to be employed from the local community. The Contractor shall in general, maximise the involvement of the local community.**

#### C3.3.2 SUBCONTRACTING – SPECIAL CONDITIONS OF CONTRACT

##### **Participation and Advancement of Start-Up, Small and Micro Enterprises**

The Municipality has identified job creation and access to procurement opportunities by Start-ups, Small and Micro Enterprises (QSE / EMEs) as an essential requirement towards building an economically viable Municipality. In this regard the following definitions are applicable:

**“Start-up Enterprises”** means an enterprise that has been in existence and operating for less than two years.

**"Micro Enterprises"** means an enterprise that has a CIDB grading designation of  
or 2.

**"Small Enterprises"** means an enterprise that has a CIDB grading designation of 3.

**"Locally based QSE / EMEs"** means enterprises that have their operational base in the ward in which the project is to be executed or, alternatively, the members of the enterprise are resident in the particular ward. Should suitable locally based QSE / EME Contractors as defined above not be available in the particular ward, then they shall be sourced from adjacent wards.

It is a condition of this tender that the successful contractor is required to subcontract a minimum value of work. If it is established that the QSE / EMEs are sufficiently resourced to execute the proposed works as a complete package the Contractor may conclude full sub-contract agreements with locally based QSE / EMEs to a minimum value of 30% of the Contract sum, excluding P&Gs and provisional sums.

**It is a condition of this tender that the successful Contractor is required to take full responsibility for managing all appointed sub-contractors and the quality of their works. The Contractor will be expected to pay QSE / EMEs full rates as submitted by the Contractor to the Municipality.**

**Above this, it is a condition of this contract that should the contractor fail to pay the QSE / EME's with no valid reason/s, the Municipality reserves the right to pay the QSE/ EME's directly and deduct same from any amount paid to the contractor.**

The form of contract to be used with QSE / EMEs is the GCC sub-contract agreement. The Contract Data must record the specific requirements in respect of penalties, retention and payment. With regard to the latter, the Contractor is to allow for



fortnightly certificates from the QSE / EMEs and for payment to the QSE / EMEs to be effected within 7 days of certification.

In order to achieve the goals of this policy and to ensure that the QSE / EMEs are treated fairly and given every opportunity to advance their business whilst delivering a successful project, the Contractor is to note the following and provide for any cost that may be associated therewith:

1. If appropriate, the QSE / EME bill of quantities is to provide for market related P&G items in order that the QSE / EME may be compensated for any unforeseen delays or events that impact on his ability to complete his works. **It is to be specifically noted that the rates for items of work to be executed by QSE / EME's must be market related. Tenderers are to ensure that rates tendered for this portion of the works is to take into account all items that the main contractor would have allowed for in his normal course of pricing, i.e. materials, labour, wastage, profit, attendance, etc. all at applicable productivity rates.**
2. The Contractor will be expected to have clearly specified the programme dates to the QSE / EME Contractors and these dates are to be included in the contract of agreement between the two parties. The Managing Contractor is to monitor the QSE / EME Contractor's progress against the programme and hold progress meetings with the QSE / EME Contractors where minutes are to be kept and signed off by both parties.
3. The Contractor is to assess the skills of the QSE / EME Contractor and provide the relevant support and training where it is necessary in order for the QSE / EME Contractor to complete the works to programme, budget and specification. The Managing Contractor will be expected to provide on site training to the QSE / EME Contractors that will ensure that the QSE / EME Contractor's staff is suitably trained to execute the works and that they receive sufficient relevant experience on the project.
4. The Contractor is responsible for safety compliance on the project and will assist the QSE / EME Contractors in all aspects to achieve safety compliance, that will include:
  - a) Assisting the QSE / EME Contractors with developing their safety files, legal appointments, etc
  - b) Assisting the QSE / EME Contractors with achieving safety on site.
  - c) Having tool box talks with the QSE / EME Contractor's employees on a daily basis.
  - d) Providing all safety equipment and signage.
  - e) Providing safety training where necessary.

5. The Contractor is to provide all the necessary equipment for the timeous monitoring and the checking of the quality of works as carried out by the QSE / EME Contractors. The Managing Contractor will be expected to monitor the QSE / EME Contractor's works for quality compliance and provide all the necessary support to the QSE / EME Contractors in order to achieve quality requirements. The Managing Contractor is to ensure that if the QSE / EME Contractor's quality of works does not achieve specification the Managing Contractor will assist the QSE / EME Contractors to achieve specification and not allow the works to continue until the quality requirements are achieved.
6. The Main Contractor is to generate monthly reports for the Municipality that includes the following:
  - a) QSE / EME Contractor resources on the site, i.e. supervisors, labour, plant tools and equipment
  - b) QSE / EME Contractor progress of works on site.
  - c) QSE / EME Contractor quality control on site.
  - d) QSE / EME Contractor expenditure on the project versus target expenditure.
  - e) Copies of minutes of the QSE / EME Contractor and Managing Contractor progress meetings. Concerns and improvements to be made.

**The tenderers are to price the works to achieve full compliance with the above requirements. Failure of the Contractor to achieve these requirements may result in the Municipality enforcing compliance by appointing 3rd parties if necessary to assist and deducting all reasonable costs for achieving compliance from money due to the Contractor.**

Following from the above, the QSE / EME's to be contracted on the project must be selected from the provided database which will be given to the successful bidder. The database will includes QSE / EME that are youth, women owned, disabled and excombatants. The Contractor will be expected to give preference to QSE / EME's that comply with all/most of these groups. The following information must be provided by said Contractor within 14 days of the commencement date of the contract.

1. Detailed approach and methodology on the employment of local QSE / EME's, including:
  - QSE / EME/s company name/s to be employed on the project;
  - QSE / EME contact persons;
  - Works to be executed by QSE / EME/s;
  - Programme (anticipated start, duration and end dates) applicable to the works defined in item above;
  - Estimated value of the works identified in item C3.3.2 above.

A detailed breakdown of tendered rates for QSE / EME activities, including:

- Labour portion of the activity;
- Equipment portion of the activity;
- Materials portion of the activity;
- Planned percentage of profit.

The Tenderers are to price the works to achieve full compliance with the above requirements. Tenderers are to ensure that they allocate a dedicated individual to manage the QSE / EME's and fulfil the requirements stated above.

The QSE / EME supervisor will be required to conclude a scorecard with the Municipality. The scorecard will encompass four key performance areas and several key performance indicators as outlined overleaf. The QSE / EME supervisor will be required to score a minimum of 80%. The scorecard review will take place monthly.

Key Performance Areas	Key Performance Indicators
1) Safety	<ul style="list-style-type: none"> <li>a) Be familiar with and ensures QSE / EME Contractor enforces the safety specs and relevant OHSA</li> <li>b) Reporting of incidents and accidents <ul style="list-style-type: none"> <li>Ensures QSE / EME Contractor Reports incidents and accidents to the Contractor on the day they occur</li> </ul> </li> </ul>
2) Quality Control	<ul style="list-style-type: none"> <li>a) Setting out of the Works <ul style="list-style-type: none"> <li>Ensures that the Works have been set-out correctly prior to construction commencing</li> </ul> </li> <li>b) Monitoring of Construction <ul style="list-style-type: none"> <li>Examine the Works daily and pre-empt unnecessary work by the QSE / EME Contractor by warning him of incorrect workmanship as soon as it is identified.</li> </ul> </li> <li>c) Approval of the Works <ul style="list-style-type: none"> <li>Assist QSE / EME Contractor in the works approval process.</li> </ul> </li> <li>d) Read Drawings <ul style="list-style-type: none"> <li>Assist QSE / EME Contractor in reading and interpreting construction drawings</li> </ul> </li> </ul>
3) Financial	<ul style="list-style-type: none"> <li>a) Daily Costing</li> <li>b) Ensures that QSE / EME Contractors do daily costing</li> <li>c) Variances to Scope <ul style="list-style-type: none"> <li>Assist QSE / EME Contractors identify and claim for additional works</li> </ul> </li> <li>d) Standing Time Costs</li> </ul>

•

	<ul style="list-style-type: none"> <li>Assist QSE / EME Contractors compute and Claim standing time costs</li> </ul>
4) Site Administration and Progress Monitoring	<ul style="list-style-type: none"> <li>a) Communication <ul style="list-style-type: none"> <li>Ensures that QSE / EME Contractors communicate with the Contractor in writing on site related issues</li> </ul> </li> <li>b) Reporting <ul style="list-style-type: none"> <li>Ensures that the Main Contractor's progress report is communicated with the QSE / EME Contractors and that contingency plans are followed through</li> </ul> </li> <li>c) Site diary <ul style="list-style-type: none"> <li>Ensures QSE / EME Contractors maintain a site diary</li> </ul> </li> <li>d) Claims <ul style="list-style-type: none"> <li>Assist QSE / EME Contractors draft claims for Extension of Time where applicable</li> </ul> </li> <li>e) Quantities <ul style="list-style-type: none"> <li>Assist QSE / EME Contractors in the measurement of the works</li> </ul> </li> </ul>

The Municipality reserves the right to withdraw its acceptance of the offer, should the appointed contractor fail to satisfactorily address the above requirements within 14 days of the commencement date of the contract. Approved documentation will form part of the contract. Failure of the Contractor to achieve the requirements set-out in this tender document during construction may result in the Municipality enforcing compliance by appointing 3rd parties if necessary to assist and deducting all reasonable costs for achieving compliance from money due to the Contractor.

Should the contractor, at Practical Completion, be in default by non-attainment of the above-mentioned labour intensive targets and QSE / EME requirements, the Employer shall have the right to, without prejudice of any other rights, apply a penalty not exceeding 5% of the contract sum.

### C3.3.3 RESOURCE STANDARD PERTAINING TO TARGETED PROCUREMENT

The Resource Specification is for SANS 1914-4: Participation of targeted enterprises and targeted labour (local resources). Targeted enterprises and targeted labour groups will be identified by the Community Liaison Officer, in consultation with the local Ward Councillor.

### C3.4 CONSTRUCTION

#### C3.4.1 STANDARD SPECIFICATIONS

- (a) The following specifications shall apply for the construction of the Works.  
(i) The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998).

The contractor may purchase copies of Volume (i) from the South African Institution of Civil Engineers.

SAICE  
Waterfall Park / Postnet Suite 81  
Howick Gardens / Private Bag X65  
Vorna Valley / Halfwayhouse  
Becker Street / 1685  
Midrand  
Tel : (011) 805-5947  
Fax : (011) 805-5971  
Contact Person : Angeline Aylward

- (b) SABS or BS Specifications and Codes of Practice  
Wherever any reference is made to the South African Bureau of Standards (SABS) and the British Standards Specification (BSS) in either these Bill of Quantities or the Specification of Materials and Methods to be Used (OOG-001E), this reference shall be deemed to read "SABS or equivalent standard" and "BS or equivalent standard" respectively.  
(c) Various other specifications specified in the COLTO Standard Specifications or the Project Specifications.  
(d) Latest **Sabita Manual**, **Manual 25** entitled "Quality Management in the Handling and Transport of Bituminous Binders"

#### C3.4.2 PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS

##### C3.4.2.1 General Conditions of Contract Referred to in the Standard Specifications

The references to the General Conditions of Contract appearing in the COLTO Standard Specifications refer to the COLTO General Conditions of Contract which is superseded in this contract by the General Conditions of Contract for Construction Works 2015. The corresponding clause in the latter document pertaining to the reference in the COLTO Standard Specifications is listed in the table below.

Clause No. in the Standard Specifications	Clause No. in COLTO General Conditions	Equivalent Clause No. in General Conditions of Contract 2010
1202	15	5.6.1
1206	14	Deleted
1209	52	6.10.2
1210	54	51.1
1212(1)	49	6.10.1
1215	45	5.12.1
1217	35	8.2.1
1303	49	6.8
1303	53	6.11

1303	12	5.6
1303	45	5.12.1
1403	40(1)	6.4.1
1505	40	6.4
31.03	40	6.4
3204(b)	40	6.4
3303(b)	2	3
5803(c)	40	6.4
5805(d)	40	6.4
6103(c)	40	6.4
Item 83.03	22	5.15
ALL SECTIONS	48	6.6

#### **C3.4.2.2 Amendments to the Standard Specifications**

There are no amendments to the Standard Specifications as issued by the Committee of Land Transport Officials (COLTO).

#### **C3.4.2.3 Project Specifications Relating to Standard Specifications**

This part of the project specifications deals with matters relating to the standard specifications. Where reference is made in the standard specifications to the project specifications this part shall also contain the relevant information e.g. the requirements where a choice of materials or construction methods are provided for the standard specifications.

In certain clauses the standard 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 alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications and amendments of the standard 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 B 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 a new payment item, which does not form part of a clause or a payment item in the standard specifications and is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

Clauses and pay items referring to labour intensive methods are prefixed by L in the project specifications.

Clauses and pay items referring to emerging contractors are prefixed by E in the project specifications.

#### **C3.4.2.4 Project Specifications Relating to EPWP**

##### **EPWP Special Project Specification**

As much as is economically feasible all work shall be implemented by employing Labour Intensive Construction methods. Over and above the normal Building and Allied works to be implemented by employing skilled and unskilled labour the works specified in the “Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)” shall be undertaken using Labour Intensive Construction methods

##### **Requirement for Sourcing and engagement of Labour**

Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

The minimum rate of pay set for the EPWP is as per the DPW rates.

Tasks established by the contractor must be such that:

- a) the average worker completes 5 tasks per week in 40 hours or less; and
- b) the weakest worker completes 5 tasks per week in 55 hours or less.
- (d) The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
- (e) The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
  - a) where the head of the household has less than a primary school education;
  - b) that have less than one full time person earning an income;
  - c) where subsistence agriculture is the source of income.
  - d) those who are not in receipt of any social security pension income

##### **Employment demographics**

The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 60 % women;
- b) 55% youth who are between the ages of 18 and 35; and
- c) 2% on persons with disabilities.

## MATTERS RELATING TO THE STANDARD SPECIFICATIONS

### Applicable SANS 1200 Standardized Specifications

The applicable standardized specifications for this Contract shall be the following:

- ✓ SANS 1200 A: General (1986)
- ✓ SANS 1200 AB: Engineer's Office (1986)
- ✓ SANS 1200 C: Site clearance (1980)
- ✓ SANS 1200 DB: Earthworks (1989)

### C3.3.2 AMENDMENTS TO STANDARD SPECIFICATIONS

The following variations to standardized specifications and additional clauses are applicable to this Contract and are contained in the "Annexure to the Scope of Work".

- |        |                                 |
|--------|---------------------------------|
| ✓ PSA  | General                         |
| ✓ PSC  | Site Clearance                  |
| ✓ PSDB | Earthworks (Removal of Topsoil) |
| ✓ PSDM | Earthworks (Gravel Surfacing)   |



PSA      GENERAL

PSA 1      SCOPE

REPLACE THE CONTENTS OF SUB-CLAUSE 1.1, INCLUDING THE NOTES,  
WITH THE FOLLOWING:

"1.1 This specification covers requirements, principles and responsibilities of a general nature which are generally applicable to civil engineering construction and building works contracts, as well as the requirements for the Contractor's establishment on the Site."

PSA 2      INTERPRETATIONS

PSA 2.3      DEFINITIONS

IN THE OPENING PHRASE BETWEEN THE WORDS "specification" AND "the following",

INSERT THE WORDS "the definitions given in the Conditions of Contract and".

a) General

ADD THE FOLLOWING DEFINITIONS:

"'General Conditions' and 'Conditions of Contract': The General Conditions of Contract specified for use with this Contract, together with the Special Conditions of Contract as applicable.

'Specified': As specified in the Standardized Specifications, the Drawings or the Project Specifications. 'Specifications' shall have the corresponding meaning."

b) Measurements 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 variations in the value of the Contract Price or the time allowed in the Contract for the completion of the work.

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

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

#### PSA 2.4 ABBREVIATIONS

##### a) Abbreviations actions relating to standard documents

ADD THE FOLLOW/NG ABBREVIATION:

"CKS: SANS Co-ordinating Specification

#### PSA 3 MATERIALS

##### PSA 3.1 QUALITY

ADD THE FOLLOWING AT THE END OF SUB-CLAUSE 3.1

"All manufactured materials supplied shall be new materials unless the contrary is specified. All materials specified to be in accordance with SANS Specifications Shall bear the SANS mark, where such a mark is available for the type of product."

##### PSA 3.3 ORDERING OF MATERIALS

The quantities set out in the schedule of quantities have been carefully determined from calculations based off data available at the time and should therefore be considered to be approximate quantities only. Before ordering materials of any kind the contractor shall check with the engineer whether or not the scope of the work for which the materials are required is likely to change substantially. No liability or responsibility whatsoever shall be attached to the employer for materials ordered by the contractor except when ordered in accordance with written confirmation issued by the engineer

PSA 4     PLANT

PSA 4.1     SILENCING OF PLANT

REPLACE THE CONTENTS OF SUB-CLAUSE 4.1 WITH THE FOLLOWING:

"The Contractor's attention is drawn to the applicable regulations pertaining to noise and hearing conservation, framed under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as amended

The Contractor shall at all times and at his own cost, be responsible for implementing all necessary steps to ensure full compliance with such regulations, including but not restricted to the provision and use of suitable and effective silencing devices for pneumatic tools and other plant which would otherwise cause a noise level in excess of that specified in the said regulations.

Where appropriate, the Contractor shall further, by means of temporary barriers, effectively isolate the source of such noise in order to comply with the said regulations."

PSA 4.2 CONTRACTOR'S OFFICES, STORES AND SERVICES

ADD THE FOLLOWING PARAGRAPH BEFORE THE EXISTING FIRST PARAGRAPH IN SUB-CLAUSE 4.2:

"The Contractor's buildings, sheds and other facilities erected or utilized on the Site for the purposes of the Contract shall be fenced off and shall contain all offices, stores, workshops, testing laboratories, toilet facilities, etc. as may be required by the Contractor. The facilities shall always be kept in a neat and orderly condition.

No personnel may reside on the Site. Only night-watchmen may be on the Site after hours."

DELETE "and first-aid services" IN THE SECOND PARAGRAPH OF SUB-CLAUSE 4.2 AND ADD THE FOLLOWING:

"The Contractor shall provide on the Site and in close proximity to the actual locations where the work is being executed, one toilet per 10 workmen, which toilets shall be effectively screened from public view and their use enforced. Such toilets shall be relocated from time to time as the location of the work being executed changes, so as to ensure that easy access to the toilets is maintained.

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

PSA 5      CONSTRUCTION

PSA 5.1    SURVEY

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

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

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

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

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

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

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

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

PSA 5.3 PROTECTION OF EXISTING STRUCTURES

REPLACE "Machinery and Occupational Safety Act, 1983 (Act No 6 of 1983)"  
WITH

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

PSA 5.4 LOCATION AND PROTECTION OF EXISTING SERVICES

PSA 5.4.1 Location of existing services

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

Without in any way limiting his liability in terms of the Conditions of Contract in relation to Damage to property and interference with services, the Contractor shall, in collaboration with the Engineer, obtain the most up-to-date plans as are available, showing the positions of services existing in the area where he intends to work. Neither the Employer nor the Engineer offers any warranty as to the accuracy or completeness of such plans and because services can often not be reliably located from plans, the Contractor shall ascertain the actual location of services depicted on such plans by means of careful inspection of the Site.

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

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

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

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

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

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

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

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

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

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

#### **PSA 5.4.2 Protection during construction**

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

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

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

#### **PSA 5.4.3 Alterations and repairs to existing services**

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

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



REPLACE THE CONTENTS OF SUB-CLAUSE 5.7 WITH THE FOLLOWING:

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

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

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

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

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

Persistent and repeated breach by the Contractor of the requirements of the Act and/or this clause shall constitute grounds for the Engineer to act in terms of Sub-clause 55(1) (5) of the Conditions of Contract and for the Employer to cancel the Contract in accordance with the further provisions of the said Clause 55 (GCC 2015)"

ADD THE FOLLOWING SUB-CLAUSES TO CLAUSE 5:

PSA 5.9 SITE MEETINGS

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

## PSA 5.10 TRAFFIC ACCOMMODATION

### a) Scope

It is a condition of this contract that traffic is accommodated taking into account the provisions of the latest edition of the South African Road Traffic Signs Manual (SARTSM). The latest version for use in the accommodation of traffic is volume 2, chapter 13 of the June 1999 edition. Copies of this publication are available from Government Printers - Arma Steyn - Tel:(012) 334 4500, e-mail: [asteyn@print.pwv.gov.za](mailto:asteyn@print.pwv.gov.za).

### b) Channelisation devices and barricades

"The use of drums as channelisation devices shall be not permitted. Drums may However be used to set up barriers.

Delineators shall comply with the requirements of SANS 1555;

- i. comply with the manufacturing and reflective requirements of the SARTSM for TW 401 and TW 402 signs and the blades shall be reversible with dimensions as indicated on the drawings.;
- ii. have smooth and round edges and be mounted on a post and base. All components shall be of durable plastic material
- iii. have the lower edge of the reflective part of the delineator mounted not lower than 250mm above the road surface;
- iv. be capable of withstanding the movement of passing vehicles and gusting wind up to 60km/h in typical working conditions without falling over. To achieve this, the base shall be at least 0,18m<sup>2</sup> and ballasted by sandbags with sand
- v. together with its mounting be designed such that it will collapse in a safe manner under traffic Impact
- vi. minimum size 1000mm x 250mm.

Traffic cones manufactured in a fluorescent red-orange or red plastic material may use only at short term lane deviations during daylight. Cones shall not be

used on their own, but shall be interspersed with delineators at ration no exceeding 3:1. Cones used on all deviations shall be 750nim high. Lane closures which continue into the night time shall be demarcated by delineators only.

### c) Warning Devices

"All construction vehicles and plant used on the works shall be equipped with rotating amber flashing lights and warning boards as specified. All vehicles and plant before being allowed onto the site shall obtain a clearance permit from the Engineer."

PSA 6     TOLERANCES

ADD THE FOLLOWING SUB-CLAUSE TO CLAUSE 6:

"PSA 6.4   USE OF TOLERANCES

No guarantee is given that the full specified tolerances will be available independently of each other, and the Contractor is cautioned that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects of the work Except where the contrary is specified, or when clearly not applicable, all quantities for measurement and payment shall be determined from the 'authorised' dimensions. These are specified dimensions or those shown on the Drawings or, if changed, as finally prescribed by the Engineer, without any allowance for the specified tolerances. Except if otherwise specified, all measurements for determining quantities for payment will be based on the 'authorised' dimensions If the work is constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, the calculation of quantities will be based on the 'authorised' dimensions regardless of the actual dimensions to which the work has been constructed.

## PSA 7 TESTING

### PSA 7.1 PRINCIPLES

#### PSA 7.1.1 Checking

REPLACE THE LAST SENTENCE WITH THE FOLLOWING:

"The Contractor shall obtain the services of an independent testing laboratory at his own expense (refer to Clause 8 in Portion 1 of the Project Specifications) to carry out the checks prescribed in the various standardized specifications."

#### PSA 7.1.2 Standard of finishes work not to specification

REPLACE THE WORDS "Where the engineer's checks reveal ..." WITH "Where the checks by the approved laboratory reveal ..."

### PSA 7.1 APPROVED LABORATORIES

REPLACE THE CONTENTS OF SUB-CLAUSE 7.2 WITH THE FOLLOWING:

"Unless otherwise specified in the relevant specification or elsewhere in the Project Specification, the following shall be deemed to be approved laboratories in which design work, or testing required in terms of a specification for the purposes of acceptance by the Engineer of the quality of materials used and/or workmanship achieved, may be carried out:

Any testing laboratory certified by the South African National Accreditation Systems (SANAS) in respect of the nature and type of testing to be undertaken for the purposes of the Contract

- a) Any testing laboratory owned, managed or operated by the Employer or the Engineer;
- b) Any testing laboratory established and operated on the Site by or on behalf of the Employer or the Engineer.
- c) Any other laboratory that the Engineer approves in his absolute discretion."

PSA 8 MEASUREMENT AND PAYMENT

PSA 8.1 MEASUREMENT

PSA 8.1.1 Method of measurement, all sections of schedule

DELETE THE WORDS "and South West Africa".

PSA 8.1.2 Preliminary and General Item or section

PSA 8.1.2.1 Contents

REPLACE THE LAST SENTENCE OF SUB-CLAUSE 8.1.2.1(b) WITH THE FOLLOWING:

"Separate items will be scheduled to cover the fixed, value-related and time-related components (If the Contractor's preliminary and general costs."

PSA 8.1.2.2 Tendered Sums

REPLACE THE CONTENTS OF THIS SUB-CLAUSE WITH THE FOLLOWING:

"Except only where specific provision is made in the Specifications and/or the Schedule of Quantities for separate compensation for any of these items, 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 Conditions of Contract and of this standardized specification;
- 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 the permanent or temporary work;
- providing such facilities on site as may be required by the Contractor for the proper performance of the Contract and for its personnel, including, but without limitation, providing offices, storage facilities, workshops, ablutions, services such as water, electricity, sewage and rubbish disposal, access roads and all other facilities required, as well as for the maintenance and removal on completion of the works of these facilities and cleaning-up of the site of the Contractor's establishment and reinstatement to not less than its original condition, and providing the facilities for the Engineer and his staff as specified in the Contract and their removal from the site on completion of the Contract."

PSA 8.1 PAYMENT

PSA 8.2.1 Fixed-charge and value-related items

REPLACE THE CONTENTS OF SUB-CLAUSE 8.2.1 WITH THE FOLLOWING:

PSA 8.2.1.1 Fixed-charge items

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

- a) EIGHTY PER CENT (80%) of the sum tendered will be paid when the facilities have been provided and approved;
- b) The remaining TWENTY PERCENT (20%) will be paid when the works have been completed, the facilities have been removed and the site of the

Contractor's establishment has been cleared and cleaned to the satisfaction of the Engineer.

No adjustment will be made to the sum tendered in respect; of item 8.3.1 should the value of the works finally executed or the time for completion vary in any way from that specified in the tender.

PSA 8.2.1.2 Value-related items

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

The first instalment, which is 40% of the sum, will be paid when the Contractor has fulfilled all his obligations to date under this specification, the General Conditions of Contract and the Special Conditions of Contract, and when the value of work certified for payment, excluding materials on site and payments for preliminary and general items, is equal to not less than 5% of the total value of the work listed in the Schedule of Quantities.

The second instalment, which is 40% of the sum, will be made when the amount certified for payment, including retention moneys but excluding this second instalment, exceeds 50% of the tender sum.

The final payment, which is 20% of the sum, will be made when the works have been certified as completed and the Contractor has fulfilled all his obligations to date under this Specification, the General Conditions of Contract and the Special Conditions of Contract.

Should the value of the measured work finally completed be more or less than the tender sum the sum tendered under item 8.3.2 will be adjusted up or down in accordance with the provisions of Clause 50 of the Conditions of Contract, and this adjustment will be applied to the third instalment

PSA 8.2.2 Time-related items

REPLACE THE CONTENTS OF SUB-CLAUSE 8.2.2 WITH THE FOLLOWING:

"Subject to the provisions of sub-clauses 8.2.3 and 8.2.4, payment under item 8.4.1 (time • related item) will be made monthly in equal amounts, calculated by dividing the sum tendered for the item by the tendered Contract period in months, provided always that the total of the monthly amounts so paid for the item is not out of proportion to the value of the progress of the works as a whole."

PSA 8.3 SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS

REPLACE THE CONTENTS OF SUB-CLAUSE 8.3.1 WITH THE FOLLOWING:

PSA 8.3.1 Fixed preliminary and general charges ..... Unit: sum

The sums tendered shall include full compensation for all fixed-charge preliminary and general charges as described in sub-clause PSA 8.1.2.2. Payment will be made as described in sub• clause PSA 8.2.1.1

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

The sums tendered shall include full compensation for all value-related preliminary and general charges as described in sub-clause PSA 8.1.2.2. Payment will be made as described in sub• clause PSA 8.2.1.2."

PSA 8.4 SCHEDULED TIME-RELATED ITEMS

REPLACE THE CONTENTS OF SUB-CLAUSE 8.4 WITH THE FOLLOWING:

PSA 8.4.1 Time-related preliminary and general charges ..... Unit: sum

The sum tendered shall include full compensation for all time-related preliminary and general charges as described in sub-clause PSA 8.1.2.2. Payment will be made as described in sub• clause PSA 8.2.2."

PSA 8.5 SUMS STATED PROVISIONALLY BY THE ENGINEER

REPLACE THE CONTENTS OF SUB-CLAUSE 8.5 WITH THE FOLLOWING:

PSA 8.5.1 Works executed by the Contractor..... : Unit: Prov Sum

The Contractor will be reimbursed in substitution of the Provisional Sums (if any) allowed in the Schedule of Quantities for work to be executed by the Contractor, in the amounts determined in accordance with the provisions of Clause 45 of the Conditions of Contract."



PSA 8.6 PRIME COST ITEMS

REPLACE SUB-CLAUSE 8.6 WITH THE FOLLOWING:

PSA 8.6.1 PRIME COST SUMS

- |    |   |          |
|----|---|----------|
| a) |   | <u>D</u> |
|    | <u>escription of item to which Prime Cost Sum applies.....</u> Unit: PC Sum |          |
| b) |   | <u>C</u> |
|    | <u>arge required by Contractor on sub item (a) above.....</u> Unit: %       |          |

Subitems (a) and (b) will be provided in the Schedule of Quantities for each different item to which a Prime Cost Sum applies.

The Contractor shall be reimbursed under subitem(s) (a) in substitution of the respective Prime Cost Sums included in the Contract, the actual price(s) paid or payable by him in respect of the goods, materials or services supplied, but excluding any charges for the Contractor's labour, profit, carriage, establishment or other charges related to such goods, services or materials.

The Contractor shall be paid under subitem (b), the respective percentage, as stated by the Contractor in his tender, of the amount certified by the Engineer for payment under the related subitem (a). The percentages tendered by the Contractor for each respective subitem (b) included in the Schedule of Quantities shall be deemed to be in full and final compensation to the Contractor in respect of any charge by the Contractor for labour, carriage profit, establishment and for any other charges related to the goods, services or materials supplied under the related subitem (a).

If the Contractor shall have omitted within his tender to insert a tendered percentage under Subitem (b), or tendered a zero percentage, the Contractor's tendered rate for subitem (b) shall be deemed to be zero and the Contractor shall not be entitled to any payment under subitem (b).

Note in connection with additional tests required by the Engineer:

When a PC sum is included in the Schedule of Quantities for additional tests required by the Engineer, the Contractor shall be responsible for both the cost of normal testing as described in sub-clause PS 8.2 in portion 1 of the Project Specifications and for the cost of any additional test that indicates that the specifications have not been complied with."

PSA 8.7 DAYWORK

REPLACE THE CONTENTS OF SUB-CLAUSE 8.7 WITH THE FOLLOWING:

"Measurement and payment shall be in accordance with the provisions of Sub- clause 37(2) of the Conditions of Contract."

PSA 8.10 COMPLIANCE WITH OHS ACT AND REGULATIONS (INCLUDING THE

CONSTRUCTION REGULATIONS 2014).....

Unit: sum

The tendered sum shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and Regulations (including the Construction Regulation 2015) at all times for the full duration of the Contract, as described in PS 8.7 of Portion 1 of the Project Specifications. The successful tenderer shall provide the engineer with complete breakdown of this tendered sum.

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

PSA 8.11 SUPPLY, MAINTAIN AND DE-ESTABLISH OFFICE ACCOMMODATION, CARPORT FOR ENGINEER INCLUDING SITE MEETING VENUE AND CONTRACT NAMEBOARD AND MAINTAINING THE FACILITIES FOR THE DURATION OF THE CONTRACT PERIOD AS DEFINED IN CLAUSE C3.4.2.2..... Unit sum

The sum tendered shall include full compensation for the cost of providing the facilities, including the provision of all services.

Payment will be made as follows:

- a)

E

IGHTY PER CENT (80% of the sum tendered will be paid when the facilities have been provided and approved;
- b)

T

he remaining TWENTY PER CENT (20%) will be paid when the works have been completed, the facilities have been removed and the site of the Contractor's establishment has been cleared and cleaned to the satisfaction of the Engineer.

PSA 8.3.18 Final finishing and cleaning up of the site of the works..... Unit:  
 sum

The tendered sum shall include full compensation for the clearing, disposal of material, finishing, tidying and all other work required to finish and clean up the Site of the works and affected areas by removing excess earth, stones, boulders, debris and other waste material, by clearing storm water inlets and outlets and pipe barrels, by clearing the surfacing of all dirt, mud and foreign material, and by neatly finishing off all junctions, intersections and kerbing.

All material resulting from the finishing operations shall be disposed of to a spoil site furnished by the Contractor.

The tendered rate shall make provision for the reinstatement of existing driveways to their original condition where these have been affected by the works, as these items will not be measured and paid for separately.

PSAB     ENGINEER'S OFFICE

PSAB 3     MARERIALS

PSAB 3.1 NAMEBOARDS

REPLACE THE FIRST SENTENCE OF SUB – CLAUSE 3.1 OF SABS 1200AB WITH THE FOLLOWING:

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

PSAB 3.2 OFFICE BUILDING(S)

REPLACE THE WORDS: "as scheduled" IN PARANTHESIS IN THE FIRST LINE OF SUB – CLAUSE 3.2 OF SABS 1200AB WITH: "as specified in Portion 1 of Project Specifications";

AND REPLACE SUB – CLAUSE 3.2(j) OF SABS 1200AB WITH THE FOLLOWING:

"(j) a heater and fan or air-conditioning unit capable of both heating in summer and cooling in winter".

PSAB 3.3 CAR – PORT

The Contractor shall construct the number of car – ports specified in Portion 1 of Project Specifications, for the sole use of the Engineer and his Staff, Each car – port shall be constructed so that the vehicle parked under it is always protected against the direct rays of the sun. The car – port area shall be at least 20m<sup>2</sup> and the floor shall be covered with a layer of crushed stone to alleviate dusty and muddy conditions. The car – port(s) shall be positioned so the as to provide easy and convenient access to the Engineer's office."

PSAB 4 PLANT

PSAB 4.1 TELEPHONE

REPLACE SUB-CLAUSE 4.1 OF SABS 122AB WITH THE FOLLOWING:

"The Contractor shall, subject to the availability from Telkom, at its own cost arrange for the provision in the Engineer's Office(s), of a telephone service, independent of the Contractor's telephone service, with the number of exchange lines and extensions specified in Portion 1 of Project Specifications. The telephone service shall be available for use by the Engineer and his personnel all the time.

Subject to satisfactory transmission and reception quality in the vicinity of the Site, the Contract shall further provide the number of cellular telephones and associated service contracts from a reputable cellular service provider, as specified in Portion 1 of the Project Specifications, for the exclusive use of the engineer and his staff. The Contractor shall further insure the cellular phones against loss or damage from whatever cause arising, and shall ensure that all

cellular phone accounts are promptly paid on the due dates for payment. The Contractor shall further, at its own cost, ensure the prompt repair of all cellular phones provided under this clause, when reasonably required by the Engineer."

ADD THE FOLLOWING NEW SUB-CLAUSES TO CLAUSE 4 OF SABS 1200AB:

PSAB 4.4 SURVEY AND EQUIPMENT

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

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

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

PSAB 5 CONSTRUCTION

PSAB 5.4 TELEPHONE

REPLACE THE CONTENTS OF SUB-CLAUSE 5.4 OF SABS 1200AB WITH THE FOLLOWING:

PSAB 5.4 Cellular Telephones

The Contractor shall advise the cellular service provider of any faults which develop in the cellular telephone service and/or the cellular telephone handsets and shall, in such circumstances , arrange for the earliest possible restoration of the said service.

The costs of any necessary repairs and/or the replacement of components to the handsets of the cellar telephones shall be for the Contractor's account.

The Contractor shall ensure that all accounts for cellular phone calls and the respective service contracts are promptly paid. The Contractor shall, on production of an itemised statement, be reimbursed only the cost of the Engineer's cellular telephone calls."

All survey equipment provided by the Contractor shall be kept fully serviceable at all times by the Contractor. The Contractor shall have any defective equipment repaired or replaced at its own cost within 12 hours after notification by the Engineer's staff.

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

PSC SITE CLEARANCE

PSC 3 MATERIALS

PSC 3.1 DISPOSAL OF MATERIAL

ADD THE FOLLOWING:

"The Contractor shall obtain his own dumping sites for the disposal of material and all transport costs shall be included in the rates tendered for site clearance."

"The Contractor shall obtain his own dumping sites for the disposal of material and all transport costs shall be included in the rates tendered for site clearance."

PSC 5 CONSTRUCTION

PSC 5.1 AREAS TO BE CLEARED AND GRUBBED

ADD THE FOLLOWING:

"Pipeline routes shall be cleared to a distance of 1,5 m on both sides of the pipeline Centre line. Route pegs or markers shall not be destroyed or damaged during clearing operations,"

PSC 5.2 CUTTING OF TREES

PSC 5.2.3 Preservation of trees

PSC 5.2.3.2 Individual trees

REPLACE THE LAST SENTENCE WITH THE FOLLOWING:

"An amount of R100.00 will be deducted from moneys due to the Contractor as a penalty for every tree that is damaged or removed unnecessarily."

PSC 5.5 RECLEARING OF VEGETATION

ADD THE FOLLOWING:

"When areas have to be re-cleared on the written instructions of the Engineer, such re-clearing shall be carried out at the Contractor's own cost and the Contractor is therefore advised not to clear the areas too soon."

PSC 8 MEASURENT AND PAYMENT

PSC 8.2 PAYMENT

PSC 8.2.1 Clear and grub

REPLACE THE FIRST LINE WITH THE FOLLOWING:

"The area designated by the Engineer to be cleared and grubbed will be measured in

square metre to the nearest square metre or,

ADD THE FOLLOWING ITEMS IN SUBCLAUSE 8.2:

PSC 8.2.11 Take down and re – erect existing fences .....Unit: m

The rate shall cover the cost of taking down the fences, coiling wire, sorting, stacking and guarding all materials, the cost of loading, transporting and off- loading such materials, the. Cost of re-erecting the fence in such position as indicated by the Engineer using the dismantled material, the cost of temporary bracing of the fencing sections not taken down and the cost of appurtenant materials that may be required to restore the fence to its original condition before dismantling.

PSC 8.2.11 Removal topsoil to spoil to site furnished by Contractor..... Unit: m3

The tendered rate shall include full compensation for removing topsoil to a depth of 150 mm and for loading and transporting the material to spoil sites furnished by the Contractor."

### PSD EARTHWORKS

PSD 8 MEASUREMENT AND PAYMENT

PSD 8.3 SCHEDULED ITEMS

PSD 8.3.1 Site Preparation

REPLACE SUB-CLAUSES 8.3.1.1 AND 8.3.1.2 WITH THE FOLLOWING:

"Where Site preparation such as clearing, grubbing, the removal of large trees or the removal stockpiling of topsoil is required, the provisions and scheduled items of SABS 1200 C shall apply."

PSD 8.3.2 Bulk Excavation

REPLACE THIS ITEM WITH THE FOLLOWING:

"8.3.2.1 Excavate in all materials and use for embankment or backfill as ordered, from:

- |    |  |   |
|----|--|---|
| a) |  | N |
|    | necessary excavation.....Unit : m3               |   |
| b) |  | D |
|    | esignated Borrow pits... ..Unit : m <sup>3</sup> |   |
| c) |  | C |
|    | ommerical Sources..... Unit : m3                 |   |

The unit of measurement shall be the cubic metre measured in place in accordance with Sub-clause 8.2 of SABS 12000.

Separate items will be scheduled for embankments and backfills for different parts of the works.

The tendered rates shall cover the cost of complying with all the precautions required in terms of Sub-clause 5.1 of SABS 12000 (as amended), in addition to the cost of excavating in all materials, basic selection, loading, transporting within the applicable free haul distance, off-loading, spreading or backfilling, watering, compacting, final grading, complying with the requirements of for tolerances, providing for testing, finishing and tidying, all in accordance with the specifications.

In addition to the foregoing, the tendered rate for sub-item (b) shall, further include for the costs of royalties (if applicable), whilst the tendered rate for sub- item (c) shall also include for the costs of finding a source of suitable material, for making arrangements with the owner of the source, for procuring the material, for the payment of all requisite 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 shall apply for excavating in intermediate, hard or boulder material."

"8.3.2.2 Excavate in all materials and dispose ..... Unit:  
 m3

The unit of measurement shall be the cubic metre of material excavated, measured in place in accordance with Sub-clause 8.2 of SABS 12000.

Separate items may be scheduled for excavations for different parts of the Works.

The tendered rates shall cover the cost of complying with all the precautions required in terms of Sub-clause 5.1 of SABS 12000 (as amended), in addition to

the cost of excavation, basic selection, loading, transporting within the applicable free haul distance, off-loading at the spoil site, maintaining and finishing the spoil site, all in accordance with the specifications.

"8.3.2.3 Extra-over items 8.3.2.1(a), 8.3.2.1(b) and 8.3.2.2 for

- a) Intermediate excavation ..... Unit: m3
- b) Hard rock .....Unit: m3
- c) Boulder excavation, Class A... Unit: m3
- d) Boulder excavation, Class B... Unit: m3

The rate shall cover the additional cost of the operations enumerated in Sub- clauses 8.3.2.1 and 8.3.2.2 above for any portion of the excavation that is classified as intermediate, hard rock, boulder excavation class A or boulder excavation class B as applicable. (See Drawing 0-2)."



PSD 8.3.2 Restricted excavation

REPLACE THE WORDS "in 1 m increments" AT THE END OF THE FIRST SENTENCE OF SUB-ITEM (a) WITH "in the increments indicated in the Schedule of Quantities".

REPLACE "in 5.2.2: i - 5.2.2.3 (inclusive)" AT THE END OF SUB-CLAUSE (a) WITH "in Sub-Clauses 5.2.2.1 to 5.2.2.5.Cinclusive)".

PSD 8.3.4 Importing of Material

DELETE SUB-ITEM (a) OF 8.3.4.

PSD 8.3.4 Overhaul

*ADD THE FOLLOWING:*

"No overhaul shall apply to material from commercial sources or to material disposed of on sites provided by the Contractor or disposed by other means employed by the Contractor."

PSD 8.3.8 Existing Services

PSD 8.3.8 Location

*REPLACE ITEM 8.3.8.1 WITH THE FOLLOWING:*

"8.3.8.1 Hand Excavation for Locating and Exposing Existing Services:

a)

In roadways. ....Unit : m<sup>3</sup>

b)

In all other areas. .... Unit : m<sup>3</sup>

The unit of measurement shall be the cubic metre of material excavated, measured in place according to the authorised or actual dimensions of the excavation, whichever is the lesser.

The tendered rates shall cover the cost of excavating in all materials by means of hand tools within authorised dimensions and at locations approved by the Engineer in accordance with the requirements of Sub-clause PSA 5.4.1, for all precautionary measures necessary to protect the services from damage during excavation and backfilling, and for subsequent backfilling and compacting. Compaction of material in all areas except in roadways shall be to 90% of the modified AASHTO density.

The tendered rate for hand excavation in roadways shall include compensation for compacting excavated or selected backfill material to 93% of modified AASHTO density. Reinstating layerworks and surfacing shall be measured and paid for in terms of SABS 120008.

The tendered rates shall also include for keeping excavations safe, for dealing with surface and subsurface water, for removing surplus excavated material from the Site, for transporting all material within the free-haul distance, and for supplying adequate supervision during both excavation and backfilling operations. Overhaul, if applicable, will be measured and paid for in terms of SABS 120008."

**THULAMELA LOCAL MUNICIPALITY**

Tender No: ..

**Construction Of Tshilapfene Sport Facility And Construction Of Combo Courts At Thengwe Mapate,  
Gondeni Sterkstroom And Tshikambe Villages Also Including Installation Of Outdoor Gym At Ngovhela  
Village**

**PSDM 5 CONSTRUCTION**

**PSDM 5.2 METHODS AND PROCEDURES**

**PSDM 5.2.2 Cut and Borrow**

**PSDM 5.2.2.2 Use of material**

*ADD THE FOLLOWING PARAGRAPH:*

"(e) Commercial sources

The provisions of Sub-clause PSD 5.2.2.5 of SABS 1200 D as amended shall apply."

**PSDM 5.2.3Treatment of the road-bed**

**PSDM 5.2.3.2Removal of unsuitable ground**

REPLACE THE SECOND SENTENCE OF PARAGRAPH (a) WITH THE FOLLOWING:

"The excavated spaces shall then be backfilled with approved imported material compacted to the required density."

ADD THE FOLLOWING SENTENCE TO PARAGRAPH (b):

"Unsuitable excavated material will be paid for as cut to spoil."

**PSDM 5.2.3.3Treatment of road-bed**

*ADD THE FOLLOWING PARAGRAPH:*

"(c) Three-pass roller compaction

Any portion of the roadbed that is shown on the drawings or is specified or is directed by the Engineer to be given three-pass roller compaction because of its

inadequate natural density, shall be prepared by shaping where necessary and compacting With a roller, complying with the requirements specified below.

Compaction shall comprise three complete coverages by the wheels of the specified roller over every portion of the area that is being compacted. While it is not the intention that the Contractor should apply water to the roadbed for this type of compaction, and while no rigid moisture control will be exercised during compaction, the Contractor shall nevertheless satisfy the Engineer that everything is being done to take full advantage of favourable soil moisture conditions during the rainy season, and that such compaction is as far as possible carried out when the roadbed is neither excessively dry nor excessively wet.

The Engineer has the authority to decide when conditions are favourable for compaction and where such compaction is to be carried out at any particular time and he has the right to instruct the Contractor to water the roadbed at the Contractor's expense when, in the opinion of the Engineer, the Contractor failed, neglected or refused to comply with these requirements.

The rollers to be used for roller-pass compaction shall conform to the following requirements:

Grid roller: The grid roller shall have a mass of not less than 13, 5 t when ballasted, shall be loaded to this mass if required, and shall be moved at a speed of not less than 12 km/h.

Vibratory roller: The vibratory roller shall be capable of exerting a combined static and dynamic force of not less than 120 KN/m width for every metre of loose-layer thickness at an operating frequency not exceeding 25 Hz and shall move at a speed not exceeding 4 km/h."

#### PSDM 5.2.4 FILL

##### PSDM 5.2.4.3 Finishing

###### Topsoiling

REPLACE THE SECOND SENTENCE WITH THE FOLLOWING:

"The thickness of the topsoil shall be as directed by the Engineer."

## SPECIFICATION FOR PLAIN AND REINFORCED CONCRETE

The standardized specification for Civil Engineering Construction of the African Bureau of standardized shall apply throughout in respect of this in addition to the addition and saving the exceptions set out below:

A copy of the said specification shall be furnished by the contractor and shall be kept on the site.

## PROJECT SPECIFICATION

1. Applicable standardized and particular specification

For the purposes of this contract the following standardized specification shall apply  
SANS 122\00 G: CONCRETE (STRUCTURAL)

Depending on the engineers prescribed design and/or method of construction or deviation therefrom by the contractor with written approval of the engineers, one or more of the following specification, each of which is Golden Rewards specification, shall apply.

### SPECIFICATION FOR PRECAST CONCRETE

### SPECIFICATION FOR FORMWORK

The contractor will be furnished with the above specifications that are applicable.

2. The reinforcing steel shall be inspected by the engineer after the. Fixing of steel, the cleaning of shuttering and the positioning of the spacer blocks have been completed, prior to concrete casting.

3. All beams, bands and slabs shall have the following amber, unless otherwise shown on the drawings:

Cantilever:  $\text{span} \div 200$

Other span:  $\text{span} \div 500$

4. Should a requirement of the project specification be inconsistent with requirement of the said standardized specification, the requirement of the project specification shall precedence.

5. Add the following to the relevant Sub-clauses of the said SANS specification  
1200 G:

5.1 EXPLANATION OF TERMS

Precast concrete (2.4)

Concrete components of the general quality describe in this specification, which have been cast and cured either elsewhere of or on the site and placed in position to form an integral part of the structure

5.2 MATERIAL

5.2.1 Alternative type of cement (3.2.2)

Replace the contents of the Sub-clause with the following:

"Only GEM I 42, 5 (Portland cement) or GEM 11/A-V 42,5 (Portland fly Ash cement ) or GEM 11/A-S 42,5 (Portland slag cement) or GEM 11/B-S 42,5 (Portland slag cement) according to SANS 50197-1 (SABS ENV - 197-1), may be used. The cement may consist of more than 20% siliceous fly ash or 30% granulated blast furnace slag, blended with the OPC (Ordinary Portland Cement). Should the contractor wish to use any other type of cement he shall obtain the engineer's prior written approval (see page 8.1.2.3 and 8.1.3.3)".

5.2.2 Storage cement (3.2.3)

Cement shall not be kept in storage chloride for more than 12 weeks without the engineer's permission.

5.2.3 Storage of aggregates (3.4.3)

Where aggregate of differing chloride content are stockpiled on the site, strict control shall be exercised over their used for differing classes of concrete.

5.3 FIXING

Welding of reinforcement is not permitted.

#### 5.4 DURABILITY

The exposure conditions for concrete are classified as "moderate" add the following values to table 5:

"The maximum water/cement ratio for moderate sections, general reinforce concrete, exterior portions of mass concrete, as well as for internal concrete in the buildings under conditions of moderate exposure, is 0,67

The maximum water/cement ratio for concrete slabs on the ground under very severe conditions, is 0, 45 notwithstanding the aforementioned, the cement slabs on the Ground under no circumstances be less than:

Structure concrete of 25 MPa surfaces - 265 kg/m<sup>3</sup> Exposed concrete, trafficable surfaces,

and Surfaced bends - 280 kg/m<sup>3</sup>

#### 5.5 STRENGTH CONCRETE (5.5.1.7)

The production of concrete at central production site is permitted. The shrinkage of concrete to be cast in floor systems, shall not exceed 0, 02 tested as per SABS 1085. Three tests shall be conducted on the mix design to confirm compliances. Test result shall be made available before the concrete is used on site.

#### 5.6 Holes, chases and fixing blocks (5.3)

Fixing blocks and fixture may be embedded in concrete, provided that his strength or any other desirable features (such as the appearance of the member) is not, in the opinion of the engineer, impaired thereby.

#### 5.7 PERMISSIBLE DEVIATIONS (5.3)

Degree of Accuracy II shall apply, except for precast work and off-shutter exposes concrete surfaces where degree of Accuracy shall apply. Each specified permissible deviation shall be binding by itself. No cumulative effect of permissible deviations will be considered. Replace clause 6.2.3-d5 with the following

Permissible deviation		
Degree of accuracy		
III	II	I
mm	mm	mm
5	3	2
50	30	10

None of the prescribed permissible deviation will be deemed as permission for violating the legal boundaries of properties by any part of a structure.

(The above permissible deviation also applies to slip-form concrete, unless another set of permissible deviation has been accepted in writing by the Engineer beforehand. Such amended permissible deviations shall clearly make provision for interfaces between structures erected with the aid of slip- form concrete and those erected with aid of conventional concrete.

The maximum permission deviation from a 3 m long straight line connecting two points on surface of a finished floor, is 5 mm.

#### 5.8 ACCEPTANCE CRITERIA FOR STRENGTH CONCRETE (7.3)

Test results obtained by a ready - mixed concrete production plant as part of its quality control system are not acceptable for evaluation purposes in terms of Sub-clause 7.3. but test samples shall be taken from ready - mixed concrete on location.

#### 5.9 REMOVAL OF FORMWORK (5.2.5)

The Contractor shall make provision for the continued support of beams and slabs while the form work is being removed and/or for back-propping of beams, slabs, etc. The propping may be required simultaneously on more than one level directly underneath one another. The requirements for continuous propping and/or back propping shall be calculated to a theoretical model that is acceptable to the engineer, and details shall be submitted for the engineer's approval. Data required for such calculation, e.g. design loads and structure dimensions, will be supplied by the engineer on request.

#### 5.10 CURING AND PROTECTION

Should a curing compound be allowed by the Engineer then it shall 5.5.8

Be a resin based curing compound. Curing of columns, shaft and walls be done by either retaining the form work from the required period of time or covering with plastic sheeting. On lesser shafts and walls the Engineer may allow compound for curing.

## 6. MEASURING AND PAYMENT

This section shall be deleted.

### ▪ SPECIFICATION FOR SMOOTH SUFACED AND EXPOSED- AGGREGATE SURFACE FINISHES

#### 1. SCOPE

This specification two classes of the concrete surface finishes a smooth surface finish and an exposed-aggregate surface finish.

#### 2. FORMWORK

All formwork for the two types of surface finishes shall be new and free from any matter, indentions and warps that will impart irregularities to the concrete surface.

Except for round columns, where steel form may be used, all formwork shall be in timber panels and boards. No differential movement between adjacent panels will be allowed.

Exposed-aggregate concrete requires quality form workmanship. Formwork must withstand the greater vibration normally associated with placing exposed-aggregate concrete.

Forms must be tight and accurately aligned at butt joints, since the slightly misalignment at form joints may be visible in the expose surface showing up under certain lighting and shadow condition.

The joints in formwork must be sealed or caulked to prevent the leakage of water and fines. A thin plastic adhesive tape is preferred. If joints are not sealed, a dark line will appear on the finished surface.



An important consideration in cast-in-site expose concrete is the treatment form ties to prevent the rusting of the ties and subsequent staining of the wall. Form ties can be of the type that is withdrawn from concrete or has plastic cones so that ties will break off no closer than 40 mm to the surface of the concrete to leave a hole not larger than 20 mm in diameter. Tie-rod holes may be left exposed in carefully predetermined patterns to eliminate patching (if stainless-steel ties are used), or must patch immediately after the stripping of the forms.

The stripping the time formwork depends on several factors, such as safety the resulting effect on the concrete, and the most favourable time for exposing aggregate by way of a particular exposure technique.

### 3. TOLERANCE

Surface regularity relates to the shape of the surface with reference to a 3 m straight-edge (or a template in the case of curved surface) placed on the surface.

The tolerance on surface regularity is expressed as a distance by which the surface tested may deviate from a straight or template held against the surface.

The tolerance regularity is expressed as a distance by which tested may deviate from a straight-edge or template held against the surface.

For the purpose of this specification, the distance shall not exceed 2 mm, unless otherwise allowed by the engineer.

### 4. SMOOTH SURFACE FINISHING

This surface finish shall be smooth and without blemish or discoloration. All projection shall be removed, irregularities and the surface rubbed or treated to give a smooth of uniform texture, appearance and colour.

#### a) General

Any remedial treatment to surfaces shall be agreed on with the engineer following inspection immediately after removal of formwork and shall be carried out without delay. No surface may be treated before inspection by the engineer.

#### b) Repairs

Small areas of honeycombing or other impactions, as well as isolated surface air and water bubbles, shall be filled in with a mortar consisting of the cement-and-sand portion of the concrete mix used.

For the repair of large or deep of honeycombing, special methods technique, such as pneumatically applied mortar, pressure grouting, epoxy bonding agents, etc., may be used as agreed on by the engineer

All patched and repairs shall be kept continuously wet for at least 5 days.

c) Rubbing of surfaces

If the finishing of expose surfaces does not comply with the requirements for the uniformity of texture and appearance, the contractor shall, when instructed to do so by the engineer, rub down the exposed surfaces of the entire structure of any part therefore as specified below, entire at his own cost. Before rubbing; all repairs must be completed.

The surface shall be saturated with water for at least one hour. Initial rubbing be carried out with a medium coarse carborundum stone, using a small amount of mortar on the face, in the portion specified in (b) above. Rubbing shall be continued until all form marks, projections and irregularities have been removed and a uniform surface has been obtained.

The paste produced by the rubbing shall be kept in place. The final rubbing shall be carried out with a fine carborundum stone and water. This rubbing shall continue until the entire surface is of a smooth, even texture and uniform in colour. Thereafter the surface shall be washed with water and brushed to remove surplus paste and powder.

5. EXPOSED-AGGREGATE SURFACE FINISH

a) AGGREGATES

All course and fine aggregate required for the production of concrete with an exposed-aggregate surface shall be on the site before concreting commences. Both the stockpiles of course and the aggregate shall be individually mixed to obtain, stockpiles hat are of uniform colour throughout.

Coarse aggregate shall be of a nominal size of 20 mm. The type of rock from which it is delivered will be specified be specified in the bill of quantities.

b) Mixing concrete

Expose-aggregate concrete requires good mixing, which should continue for at least one minute after all material have been charged to the mixer. Uniform of mixing time should be carefully controlled from batch to obtain uniform of colour.

c) Casting and placing the concrete

Segregation must be prevented by restricting the slump to the lowest value consistent with good consolidation. The slump value of the concrete should not exceed 75 mm.

Low-slump concrete does not flow readily down a chute, and construction methods should allow the concrete to be dropped vertically in all handling operations, since the mixes can be dropped for consideration distances without segregation.

Once in the forms, the concrete can be consolidate easily by means of internal vibration but requires ample vibration to ensure proper compaction and the elimination of honeycomb areas. The concrete should be place in lifts not exceeding 500 mm, with the vibrator inserted each lift at intervals not exceeding 500 mm in any direction. Vibrators should be placed in the concrete rapidly to penetrate approximately 75 mm of the previous layer, and withdrawn slowly, this will minimize the occurrence of air being entrapped between the concrete and the form, and it will blend to the two layers. Insufficient vibration rather than over over-vibration more often than not causes problems. The forms should therefore de designed to with stand longer period of high-frequency vibration.

Vibrators should not use closer than 75 mm from the formed surface which is to be exposed. Within this limit of time the coarse aggregate will be driven away from the form face and will cause a mortar line on the visible surface. A smaller- diameter vibrator should be used in thin sections.

d) Curing concrete

The concrete shall be cured by established standard procedures.

e) Exposing of aggregate

The use of surface retarders is not recommended for vertical casting. It is difficult to obtain an even effect. Deep elements cast vertically require particular care to prevent over-retarded areas from forming at the bottom and under-retarded areas at the top. The concrete can brush against the formwork during and carry the retarder with it to bottom. One solution is to place sheeting over the form and

withdraw it as the level of the concrete rises. Also, the bleed water may carry the retarder to the top or in small channels along the surface.

If forms are exposed to sunlight too long before placing, retarder action may be nullified and large under-retarder areas may result. The same could happen if rain falls on forms treated with a retarder prior to the concrete being placed.

The retarder should be dry before concrete is placed,

The simplest and perhaps the most inexpensive of exposing aggregates are by washing and brushing the surface. If the operation is done before the concrete has gained much strength, it will not be necessary to use a surface retarder. A stiff brush together with flushing with water is all that is needed.

Plastic-bristle brushes are preferred because they will not soften in water. Wire brushes may be required occasionally for particularly stubborn areas.

f) Patching of damaged surfaces

It is easier to patch exposed aggregate than plain smooth concrete elements. First, the damage area should be chipped out and cut back to depth slightly deeper than maximum size of the exposed aggregate (i.e. go down 25 mm for 20 mm aggregate).

The sides of the hole should be at right angle to the surface. No undercutting is necessary. Then the area must be soaked with water to ensure a good bond of the patch. The use of a scrubbing brush with this operation is good practice. (If a bonding agent is used, the area must be left dry).

After the patching area is well soaked without any water being present, a mixture of cement and water the consistency of a thick paint must be brushed in. The damage area now is ready to receive the patching mix must be brushed.

The patching concrete contains the same materials as those used in the concrete, minus the coarse aggregate. If the matrix was made with grey cement, a small amount of white cement or silica flour must normally be added to the patching mix because the lower water-cement ratio of the patch causes it to dry darker than the original concrete. The amount of white material to be added varies, but about 25% is average.

Trial mixes are essential for determining exact quantities. These mixes should be allowed to age 7 to 14 days before final judgment. Small sample panels (300mm square) should be cast during production and later broken for use as guides in matching mix colour. The patching mix must be stiff, but not so stiff that it exposes

aggregates cannot be pressed into it.

The patching mix should be compacted into the hole immediately after the neat cement slurry coat has been applied, or has been applied, or if a bonding agent is used, any time during the agent's period of tackiness. The mix should be vigorously hand-tamped, and then struck off level with the surrounding matrix.

g) Cleaning of surfaces

Exposed aggregates can be cleaned after at least one week's delay by being washed with 5% to 10% concentration of hydrochloric acid, which removes the dull cement film which has remained as a result of some exposure techniques, especially the washing and brushing. The acid is normally applied to prewetted surface by brush, but it can also be sprayed.

The surface is wetted to reduce acid penetration. All traces of acid should be removed, as soon as possible before panel dries, by flushing with plenty of clean water. The best procedure is to use two men, one applying acid while the other one hoses down the surface.

6. TRIAL SURFACE

The contractor shall construction trial structure as columns as beams with smooth surfaces and walls with exposed-aggregate surface to serve as samples for subsequent work.

Such trial structure and their surfaces shall be approved by the Architect before any permanent structure may be constructed.

The number and size of each type of structure will be specified in the bill of quantity.

## ▪ SPECIFICATION FOR CONCRETE SCREED

### 1. PREPARATION OF EXISTING SLAB

All laitance on the surface of the slab must be removed completely. Mechanized plant such as scrabbles or blasters must be used.

After the mechanical cleaning of slab surface expose the course aggregate, all dust debris must be removed, and the surface must thoroughly wetted and kept wet for at least 12 hours before application of the screed.

### 2. CONCRETE SCREED

Only GEM I 1 42, 5 (Portland cement) or GEM 11/A-V 42, 5 (Portland fly ash cement) or GEM 11/A-S 42, 5 (Portland slag cement) or GEM 11/B-S 42, 5 (Portland slag cement) according to SANS 50197-1 9(SABS ENV 197-1), may be used. The cement may not consist of more than 20% siliceous fly ash or 30% granulated blast furnace slag, blended with the OPC (Ordinary Portland Cement).

Course aggregate maximum size: 10mm

28 – Day cube strength: 35 MPa.

The use of an approved plasticizer is recommended the water content of the mix to the absolute workable minimum.

The mix design must be submitted to the engineer for approval

### 3. APPLICABLE OF CONCRETE SCREED

Remove all surface water from slab. Apply a grout to the slab surface which consist of a 1:1 mix of cement and clean fine sand with just enough water to provide the consistency of as slurry.

The grout is to be vigorously brushed into the scrabbled with brooms. On completion of this operation, the surplus grout must be brushed off to leave only a thin coating.

The screed must be placed while the grout is still visibly wet.

The screed must be paid and compacted in one layer. Care must be taken to obtain the maximum compaction of the concrete screed.

#### 4. FINISHING WITH MECHANICAL TROWEL

Power floating should not commence until such time as the concrete has lost its sheen and barely shows footprints.

All laitance on the surface of the fresh concrete screed resulting from the compaction of concrete prior to mechanical troweling. Over-troweling, causing an excessive cement-water paste to the surface, must be strictly avoided.

#### 5. CURING

Curing should commence as soon as finishing operations have completed and should be continue for at least 7 days. The methods of curing must be approved by the engineer.

#### 6. JOINTS

The concrete screed should be divided into panels by joints approximately 3 m apart. The length: width ratio of the panels should be limited to 1, 5:1.

The joints should be formed by cutting grooves 3mm wide by 25mm deep into screed. These joints must be aligned to the structure slabs or the slabs on fill, and must be cut within 8 hours of placing the screed.

### PSMJ      SEGMENTED PAVING

#### PSMJ 3      MATERIAL

##### PSMJ 3.3      SAND FOR BEDDING

Sand for bedding and jointing shall be free from substances that may be deleterious to blocks.

PSMJ 5      CONSTRUCTION

PSMJ 5.1.1   New Work

Where paving is to be laid on a newly constructed earthwork or on an existing Subgrade that is too low, the Subgrade and sub base shall be constructed in accordance with the requirements of SANS 1200ME, respectively, and shall conform to the tolerance requirements of 6.2

PSMJ 5.2      EDGE RESTRAINTS

Edge restraints consisting of kerbs or channels or other approved edge strips as scheduled or given on the drawings shall be constructed on the sub base before any units are laid.

PSMJ 5.3      PLACING AND COMPACTION OF SAND BED

Bedding shall be spread over the sub base and evenly screeded in the loose condition so as to achieve a compacted thickness of  $25 \pm 10$ mm. Where sand is spread, its moisture content shall be  $6 \pm 2$  %.

PSMJ 7      TESTING

PSMJ 7.4      BLOCKS

The relevant tests given in SANS 1058 shall be used determine whether blocks comply with requirements for wet strength.



## PARTICULAR SPECIFICATION

### PA FENCING

#### CONTENTS

PA 01	SCOPE
PA 02	TYPE OF FENCE
PA 03	MATERIALS
PA 04	CLEARING OF FENCE LINE
PA 05	INSTALLING POSTS STANDARDS
PA 10	INSTALLING GATES
PA 11	GENERAL REQUIREMENTS AND TOLERANCE
PA 12	MEASUREMENT AND PAYMENT

#### PA 01 SCOPE

This Particular specification and covers the erection of new fences.

#### PA 02 TYPE OF FENCE

The fencing shall be a diamond mesh wire (security fence) and shall be erected in accordance with the dimensions shown on the drawings.

PA 03 MATERIALS

PA 03.01 Posts, Stays and Standards

PA 03.01.01 Posts, stays and standards shall be of the type and size indicated on the drawings. Posts shall include gate posts, training posts and corner posts

PA 03.04 Diamond mesh wire

PA 03.04.01 Diamond mesh wire fence shall be as shown on the drawings.

PA 03.05 Gate

PA 03.05.01 Concrete used for fencing shall comply with the requirements of SANS 1200g.

PA 04 CLEARING OF FENCE LINE

Strip clearing for the fence shall be carried out in accordance with SASS 1200 C and will be measured and paid for under section 1200 C of the schedule of Quantities.

PA 05 UNSTALLING POSTS AND STANDARD

Strip clearing for the fence shall be carried out in accordance with SASS 1200 C and will be measured and paid for under section 1200 C of the schedule of Quantities.

PA 03.05 Gate

PA 03.05.02 Posts shall be accurately set in holes and, where indicated, shall be provided with concrete bases to the dimensions shown on the drawings.

PA 03.05.03 Holes shall be dug to the full specified depth. Where, due to the presence of rock, the holes cannot be excavated by hand or by pneumatic tools and the contractor has to resort to the use of explosives, he will be paid separately for the drilling and blasting operations required.

PA 10 INSTALLING GATES

Gates shall be installed at the positions indicated on the drawings or pointed out on site.

PA 11 GENERAL REQUIREMENTS AND TOLERANCES

PA 11.01 The completed fences shall be plumb, taunt, true to line and to the ground contour, and with all posts firmly set.

PA 11.02 The height of the lower fencing wire above the ground at posts and standards shall not vary by more than 25mm from that shown on the drawings.

PA 11.03 Anchoring of a fence to structures shall be done as shown on the drawings.

PA 12            MEASUREMENT AND PAYMENT

PA 12.01       Supply and Erection of New Fencing Material

a) Concrete Palisade (As per drawing).....Unit :m

PA 12.02       Supply and Erect New Gates

a) New gate (As per the drawing).....Unit : No

PARTICLAR SPECIFICATION

PD ENVIRONMENTAL PROTECTION AND CONTROL SPECIFICATIONS

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PD2 USE OF LAND

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PD4 PROTECTION OF

VEGETATION PD5 PROTECTION

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PD25 MEASUREMENT AND PAYMENT

PD1 PLANS

Prior to establishment of the site camp(s), the Contractor shall produce a plan showing the positions of all buildings, laydown yards, vehicle wash areas, fuel storage areas, batching areas and other infrastructure for approval by the Engineer or the Environmental Officer.

PD2 USE OF LAND

The Contractor shall not use the land forming the Site of, or connected with the Works, for any purpose whatsoever other than for the proper carrying out of the Works under the Contract and shall place any camps that may be required for himself and his employees only on sites approved by the Engineer. No trees or bushes shall be damaged or cut down by the Contractor or by any of his employees whether for use on the works or otherwise without the written consent of the Engineer or the Environmental Officer and then only where and in the manner as they may direct.

PD3 VEGETATION CLEARANCE

PD3.1 Woody vegetation

Prior to the start of construction, woody vegetative matter shall be stripped. This material shall either be spread randomly throughout the surrounding veld so as to provide biomass for the other microorganisms and habitats for small mammals and birds, or it may be stockpiled for later redistribution over the reinstated top soiled surface.

No vegetative matter shall be burnt or remove for firewood.

PD3.2 Herbaceous vegetation

During clearing of woody vegetation no basal cover or grass and topsoil shall be removed and damage to this layer shall be minimized as far as possible.

PD4 PROTECTION OF VEGETATION

The Contractor shall ensure that all works are undertaken in such a manner that vegetation outside the Works area is not damaged under any circumstances.

PD4.1 Vegetation outside the Works area

The following provisions shall apply with respect to the protection of areas of vegetation adjacent to the marked Works areas.

No tree or shrub outside the Works area shall be felled, lopped, cut or pruned until it has been clearly marked for this purpose by the Engineer or the Environmental Officer. The method of marking will be specified by the Engineer or the Environmental Officer, and the Contractor will be informed in writing.

No tree outside the Works area shall be burned for any reason.

For every tree protected by these specifications which is removed or, in the opinion of the Engineer or Environmental Officer, is unduly damaged by the Contractor, the Contractor shall pay a penalty of R5 000.00 per tree to the client.

PD4.2 Vegetation within or adjacent to the Works area

No tree or shrub within the works area shall be felled, lopped, cut or pruned without the prior written approval of the Engineer or the Environmental Officer.

Trees which have been selected for preservation by the Engineer or the Environmental Officer within or adjacent to the Works area shall be fenced around



their drip line. The fence shall be clearly marked with danger tape. No open fires shall be allowed within this fenced area, nor shall vehicles be parked underneath these trees.

If trees are located within the working width of the pipeline, the pipeline shall be aligned to avoid these trees wherever possible.

#### PD4.3 Transplantation of rare and endangered plant species

Prior to vegetation clearing any rare or endangered plant species which have been identified by the Environmental Officer or Engineer must be removed and transplanted as instructed by these persons.

##### PD4.3.1 Transplanting of small trees (1 to 1,5m height) and shall shrubs (0,5 to 1m height).

- a) Trees and shrubs shall only be transplanted between the months April and September. Deciduous trees and shrubs shall be transplanted only when they are in leafless conditions.
- b) Holes for transplanting trees and shrubs shall be dug before these plants are dug out. Trees shall be planted in holes of 1m x 1m x 1m and shrubs shall be transplanted in holes of 600mm x 600mm
- c) Trees and shrubs shall be planted so that their stems or trunks are at the same depth as in their original location. The orientation of the transplanted plants must be the same as in their original location (i.e. the north-facing side must remain north facing).
- d) Transplanted plants shall be pruned to limit transpiration. Plants shall also be sprayed with an evapotranspiration retardant liquid if they are evergreen.
- e) Transplanted plants shall be watered once a week for 5 weeks and thereafter once every 2 weeks.

##### PD4.3.1 Transplanting of Aloes, succulents and bulbous plants

- a) Aloes, succulents and evergreen bulbous plants may be transplanted at any time of the year. Deciduous bulbous plants shall be transplanted when they are leafless.
- b) Aloes and bulbous plants shall be planted in similar soil conditions and to the same depth as they were before removal.
- c) Transplanted aloes and bulbs shall be watered once directly after transplanting to settle the soil.

PD4.4 Alien vegetation

The Contractor shall remove all alien vegetation from the works area for the duration of construction. Such vegetation will be identified by the Environmental Officer and the method of eradication will be specified by him.

PD5 PROTECTION OF FAUNA

The Contractor shall ensure that all Works are undertaken in a manner which minimizes the impact on the local fauna and shall apply the following specifications with respect to fauna management and protection.

Under no circumstances shall any animals be handled, removed, killed or interfered with by the Contractor, his employees, his subcontractors or his subcontractor's employees.

The Contractor and his employees shall not bring any domestic animals onto the site.

The Contractor shall ensure that the work site is kept clean and tidy and free from rubbish which would attract animal pest species.

There shall be no feeding of animals.

The Contractor shall ensure that domestic and native animals belonging to the local community are kept away from unprotected works.

PD6 ARCHAEOLOGICAL ARTEFACTS

The Contractor shall engage an archaeologist to demarcate archaeological sites identified during the impact study.

Archaeological sites shall be protected by a three strand fence which will be at least 2m outside the extremities of the site. The fence shall be clearly marked with danger tape.

Should the Contractor expose any archaeological artifacts during excavation, work on the area where the artifacts were found shall cease immediately and the Engineer or the Environmental Officer shall be notified as soon as possible.

Upon receipt of such notification, the Engineer or the Environmental Officer will arrange for the excavation to be examined by an Archaeologist as soon as practicable. Acting upon advice from the Archaeologist, the Engineer will advise the Contractor of necessary actions to be taken. The Engineer will take all necessary actions to ensure that delays are minimized.

Under no circumstances shall archaeological artifacts be removed, destroyed or interfered with by the Contractor, his employees, his subcontractors or his subcontractor's employees.

The Contractor shall ensure that none of his employees gain access to any archaeological areas (whether fenced or unfenced), except when authorized to do so by the Engineer or the Environmental Officer.

#### PD7 SCENIC QUALITY

The Contractor shall not establish or undertake any activities which, in the opinion of the Resident Engineer or Environmental Officer, are likely to adversely affect the scenic quality of the area. The Engineer may direct the Contractor to refrain from such activities or to take ameliorative actions to reduce the adverse effect of such activities on the scenic quality of the environment.

No painting or marking of natural features shall be done. Marking for surveying and other purposes shall only be done with pegs and beacons.

No painting or marking of natural features shall be done. Marking for surveying and other purposes shall only be done with pegs and beacons.

All packed rock and exposed rock cuttings shall be treated in order to blend their colour with the colour of the natural weathered rocks of the adjacent environment.

#### PD8 WORKING AREA

The area of construction along the pipelines shall be contained within 5m servitude. Any work done outside the servitude, e.g. stockpiling of excavated material, use for access, etc shall only be done after discussion with and obtaining the written approval of the affected land owners.

The servitude shall be temporarily fenced for the portion under construction at any time. The fence shall be progressively erected and removed as the work proceeds. The location and extent of the fence shall be determined by the Engineer or the Environmental Officer.

PD9 ACCESS ROADS

No new permanent access roads shall be developed by the Contractor other than those determined or approved by the Engineer.

Existing roads shall be used as far as possible for inspection purposes.

Topsoil shall be stripped as described under item PD12 "Topsoil" prior to construction and reinstated on completion of use of the road.

PD10 FIRES

No open fires shall be permitted except in areas specifically prepared and controlled for this purpose.

PD11 FENCING

Fencing shall be erected around sensitive natural or cultural elements to protect them from damage. No pedestrian or vehicular access shall be allowed to such fenced areas.

In places where temporary fencing is required, the Contractor shall erect such fencing when and where required by the Site Engineer, and re-erect and maintain temporary fencing as necessary. Temporary fencing shall remain in position either until it is replaced by permanent fencing or until completion of the whole of the Works, unless the Contractor requires, or the Engineer or the Environmental Officer directs, its earlier removal. The Contractor shall erect and maintain the aforementioned temporary fencing in the locations and for the period described in the Contract.

If temporary fencing is removed temporarily for the execution of any part of the Works it shall be reinstated as soon as practicable by the Contractor.

The clearing for permanent fencing shall be limited to the removal of trees and shrubs within 1m of the fence line. There shall be no removal of the grass cover or topsoil within this width.

Any fences damaged by the Contractor shall be repaired as soon as practicable at his cost.

## PD12 TOPSOIL

### PD12.1 Source of topsoil

Topsoil shall be stripped from all areas that are to be utilized during the construction period and where permanent structures and access is required. These areas will include all areas to be excavated, temporary and permanent access roads, construction camps and borrow Pits.

Topsoil shall be stripped after clearing of woody vegetation and before excavation or construction commences.

The topsoil is regarded as the top 300mm of the soil profile irrespective of the fertility and composition of the soil.

### PD12.2 Topsoil stripping

Soil shall be stripped to a minimum depth of 150mm or to the depth of bedrock where soil is shallower than 150mm. herbaceous vegetation, overlying grass and other fine organic matter shall not be removed from the stripped soil.

The topsoil is regarded as the top 300mm of the soil profile irrespective of the fertility and composition of the soil.

### PD12.3 Topsoil stockpiling

Stripped topsoil shall be stockpiled on sites adjacent to where it has been stripped which have been approved by the Engineer. Soil stockpile shall not take the form of windrows, unless this can be placed far enough away from the working area. This is to prevent the soil from being spread out or mixed with the other spoil during construction.

Topsoil stripped from different soil zones shall be stockpiled separately and clearly identified as such. Topsoil obtained from different sites shall not be mixed.

Soil stockpiles shall not be higher than 2,5m, and the slopes of soil stockpiles shall not have a vertical horizontal gradient exceeding 1:2, 5.

No vehicles shall be allowed access onto the stockpiles after they have been placed. Topsoil stockpiles shall be clearly demarcated in order to prevent vehicle access and later identification as the resource for rehabilitation and vegetation establishment.

Soil stockpiles shall not be allowed to become contaminated with oil, diesel, petrol, garbage or any other material which may inhibit the later growth of vegetation in the soil.

After topsoil stockpiling has been completed, the Contractor shall apply soil conservation measure to the stockpiles to the approval of the Engineer or Environment Officer.

#### PD12.4 Topsoil placement

Topsoil shall be placed to a minimum depth of 150mm over all areas where it has been stripped and over disused borrow pits after construction in those areas has ceased. Topsoil placement shall be done concurrent with construction as soon as construction in an area has ceased.

All areas onto which topsoil is to be spread shall be graded to the approximate original landform with maximum slopes of 1:2, 5 and shall be ripped prior to topsoil placement. The entire area to be topsoiled shall be ripped parallel to the contours to a minimum depth of 150mm.

Topsoil shall be placed in the same soil zone- from which it had been stripped. However, if there is insufficient topsoil available from a particular soil zone to produce minimum specified depth, topsoil of similar quality may be brought from other reservoir sites.

Where insufficient topsoil that has been stripped by the Contractor to provide the minimum specified depth, the Contractor shall obtain suitable material from other sources at no cost to the employer. The suitability of the substitute material shall be determined by means of a soil analysis which is acceptable to the engineer or the environmental officer.

No vehicle shall be allowed access onto topsoil after it has been placed

After topsoil placement is complete, cleared and stockpiled vegetation matter shall be spread randomly by hand over the topsoil area as instructed by the Environmental Officer.

#### PD13 BORROW PITS AND QUARRIES

If a borrow pit is to be developed or an existing one is to be extended, all topsoil from the area that is to be quarried must be stripped and stored for later rehabilitation of the pit.

Stripping and excavation actions shall be progressive in such manner that those parts of a borrow pit or quarry where work is complete can be rehabilitated while other areas are still being quarried.

Cut slopes of borrow pits and quarries shall not have a vertical horizontal gradient of not steeper than 1:3, preferably 1:5.

Borrow pits shall be used as dump sites for excess rock spoil. On completion of spoiling the pits shall be reshaped and covered with a layer of topsoil. On no account may spoil or rock be placed in drainage ways without prior consent being obtained from the Engineer.

Stormwater cut off drains shall be provided at the top of the cut slope, where identified as necessary by the Engineer, to prevent erosion of the rehabilitated surface of the borrow pit quarry.

No borrow pit shall be used as a dump site for refuse material or for toxic material ego cement, oil, diesel, rubber and similar materials.

#### PD14 EROSION PREVENTOIN

The Contractor shall take measures, to the approval of the Engineer, to ensure that there is no undue stormwater damage and soil erosion resulting from the construction activities inside and outside the construction camp and Works areas.

Surface stormwater shall, where possible, not be allowed to be concentrated and to flow down cut or fill slopes without erosion protection measures being in place.

Overflow and/or scour channels shall be lined with stone pitching along their length and at their points of discharge to prevent soil erosion. The point of discharge shall be at a point where there is dense natural grass cover. These channels shall not discharge straight down the contours but shall be aligned at such an angle to the contours that they have the least possible gradient.

**PD15 EARTHWORKS**

All cut and fill forms should be rounded on the edges to allow them to blend with the surrounding landforms.

**PD16 SPOIL AND WASTE MATERIAL**

The Contractor shall load and haul excess spoil to fill in the borrow pits or to dump sites approved by the engineer. The dumped material must be finally rounded off to have slopes not steeper than 1:3.

The Contractor shall remove all foundations and similar waste and transport all such waste material off site to dump areas which have been approved by the Engineer.

**PD17 BLASTING**

Contractor shall take measure to limit flying rock during blasting operations.

Fly rock 150mm and larger which falls beyond and cleared working area shall be collected and removed together with the rock spill.

When blasting under power lines the Contractor shall arrange for power to be temporarily switched off or have the lines moved or comply with the requirements of ESCOM who will be advised in reasonable time of the intention to blast.

**PSD18 PREVENTION OF OIL POLLUTION**

Waste run-off water from the vehicle wash bays, workshops and diesel/fuel tan areas shall be collected in a series of covered conservancy tanks with oil baffles/traps. The oil sludge thus collected shall be disposed of at an approved toxic waste disposal site. Water from conservancy tanks shall be drained to retention areas to allow silt settlement.

Above mentioned areas should be dished concrete floor slabs which drain into the conservancy tanks.

All old oils shall be retained for re-cycling by the supplier.



All soil contaminated by oil, fuel, etc. Shall be collected immediately and disposed of at an acceptable disposal site to the approval of the Engineer or the Environmental Officer.

**PD19 REFUSE DISPOSAL**

The Contractor shall dispose of all refuse generated by him or his subcontractor on a weekly basis at an approved refuse disposal site.

**PD20 ABLUTION FACILITIES**

Portable toilets shall be placed within easy access of the Contractor's employees. These shall be moved to follow the progression of the works.

**PD21 CLEARANCE OF SITE ON COMPLETION**

On completion of the Works the Contractor shall clear away and remove from the works areas all constructional plant, surplus rock and other materials, foundations, plumbing and other fixtures, rubbish and temporary works of every kind. Areas thus cleared shall be graded and scarified to restore the ground to its original profile as near as practicable before topsoil placement.

**PD22 ENVIRONMENTAL AWARENESS OF EMPLOYEES**

The Contractor shall arrange that all his employees and those of his subcontractors receive environmental training before the commencement of construction to the satisfaction of the Engineer or Environmental Officer, in order that these employees:-

- a) Acquire a basic understanding of the key environmental features of the work site and environs;
- b) Are thoroughly familiar with the requirements of the Environmental Protection and Control Specifications as they apply to the Works;

- c) Receive basic training in the identification of archaeological artifacts, and rare and endangered flora and fauna that may be encountered along the route;
- d) Are made aware of any other environmental matters which are deemed to be necessary by the Engineer or the Environmental Officer.

#### PD23 COMPLIANCE WITH ENVIRONMENTAL PROTECTION SPECIFICATIONS

All persons employed by the Contractor or his subcontractors shall abide by the requirements of these Specifications as they apply to the works.

Any employees of the Contractor or his subcontractors found to be in breach of any of the Environmental Protection Specifications may be ordered by the Engineer to leave the site forthwith.

The order may be given orally or in writing. Confirmation of an oral order will be given as soon as practicable but lack of confirmation in writing shall not be a cause for the offender to remain on site. No extension of time will be granted for any delay or impediment to ". Contractor brought about by a person ordered to leave the site.

Supervisory staff of the Contractor or his subcontractors shall not direct any person to undertake any activities which would place such person in contravention of the Environmental Protection and Control Specifications.

For every tree protected by these specifications which is removed or, in the opinion of the Engineer or the Environmental Officer, is unduly damaged by the Contractor, the Contractor shall pay a penalty of R5000.00 per tree.

#### PD24 SUBCONTRACTED WORK

Subcontractors and their employees shall comply with all the requirements of the Environmental Protection and Control Specifications that apply to the Contractor. Absence of specific reference to the subcontractor in any specification does not imply that the subcontractor is not bound by that specification.

## PD25 MEASUREMENT AND PAYMENT

The reinstatement of borrow pits, pipe trenches and work areas shall be included in the contractor's rates for earthworks and excavations. Erosion protection such as construction of berms for stormwater drainage shall be included in the rates for pipe trenches and excavations of earthworks. Only gabions, where instructed by the Engineer will be paid separately.

## PAIRTICUALR SPECIFICATION

### PE DEALING WITH ESKOM SERVICES

PE1 The Contractor is responsible for liaison with and compliance with 'Eskom's requirements regarding works in close proximity to or crossing of Eskom Services. Contractor is responsible for any damage done to Eskom Services by the Contractor's staff or labourers, or sub-contractors.

PE 2 Eskom's rights, services and equipment must be acknowledge at all times and may not be interfered or tampered with.

PE3 All work within Eskom's servitude area must be done in accordance with the requirements of the Occupational Heal and safety Act, Act No 85/19:n. Special attention must be given to the clearances between Eskom's conductors, structures, cable and electrical apparatus and the proposed construction work.

PE4 No mechanical equipment, including mechanical excavators and high lifting machinery, may be used within Eskom's services and equipment, without prior permission in writing and supervision of Eskom's authorized area representative. Permission must be obtained at least 10 (ten) days prior to the commencement of any work or blasting within the servitude area.

PE5 No construction work may be executed closer than 6 metres from any of Eskom's power line structures or stay wires.

PE6 Eskom shall not be liable for the death of or injury to any person or for the loss of or damage to any property caused in whatsoever manner b the Contractor, his employees, agents or contractors. The Contractor indemnifies Eskom against all claims including claims for consequential damages by third parties which includes but is not limited to claims as a result of damage to, or interruption of or interference with Eskom's services or equipment. The Contractor's attention is drawn to section 27(3) of the Electricity Act of 1987.

PE7 Eskom shall at all times have unobstructed access to and from its servitude area and power line structures.

PE8 Prior to the commencement of work, the Contractor must obtain permission from the registered owner of the property over which Eskom's servitude is registered.

**C3.4.3 PROJECT SPECIFICATIONS: ADDITIONAL SPECIFICATIONS**

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#### **C3.4.3.1.1 Introduction**

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

The Client's further duties are as in C3.5.1.3.1.1. below and in the Construction Regulations, 2003.

This specification has as objective to ensure that Principal Contractors entering into a Contract with the Thulamela Local Municipality achieve an acceptable level of OH&S performance. This document forms an integral part of the Contract and Principal and other Contractors should make it part of any Contracts that they may have with Contractors and/or Suppliers.

Compliance with this document does not absolve the Principal Contractor from complying with minimum legal requirements and the Principal Contractor remains responsible for the health & safety of his employees and those of his Mandataries.

#### **C3.4.3.1.2 Scope**

Development of a health & safety specification that addresses all aspects of occupational health and safety as affected by the abovementioned contract work.

The specification will provide the requirements that Principal Contractors and other Contractors will have to comply with in order to reduce the risks associated with the abovementioned contract work that may lead to incidents causing injury and/or ill health, to a level as low as reasonably practicable.

### C3.4.3.1.3 General Occupational Health & Safety Provisions

#### (a) Hazard Identification & Risk Assessment (Construction Regulation 7)

##### (i) Risk Assessments

Annexure 3 contains a list of Risk Assessment headings that have been identified by Thulamela Local Municipality as possibly applicable to the abovementioned contract work. It is, by no means, exhaustive and is offered as an assistance to Contractors intending to tender.

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

The Risk Assessments, together with the site-specific OH&S rules must be submitted to the Thulamela Local Municipality before mobilisation on site commences.

Despite the Risk Assessments listed in Annexure 3, the Principal Contractor is required to conduct a baseline Risk Assessment and the aforesaid listed Risk Assessments must be incorporated into the base-line Risk Assessment. The baseline Risk Assessment must further include the Standard Working procedures (SWP) and the applicable Method Statements based on the Risk Assessments

All out-of-scope work must be associated with a Risk Assessment.

##### (ii) Review of Risk Assessments

The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's at each Production Planning and Progress Report meeting as the Contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

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

#### (b) Legal Requirements

All Contractors entering into a Contract with the Thulamela Local Municipality shall, as a minimum, comply with the

- Occupational Health & Safety Act and Regulations (Act 85 of 1993). A current, up-to-date copy of the OHS Act must be available on site at all times
- Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993). The principal Contractor will be required to submit a letter of Registration and "good-standing" from the Compensation Insurer before being awarded the Contract. A current, up-to-date copy of the COID Act must be available on site at all times.
- Where work is being carried out on mines' premises the Contractor will have to comply with the Mine Health & Safety Act and Regulations (Act. 29 of 1996) and any other OH&S requirements that the mine may specify. A current, up-to-date copy of the OHS Act must be available on site at all times.

#### (c) Structure and Responsibilities

##### (i) Overall Supervision and Responsibility for OH&S

- \* It is a requirement that the Principal Contractor, when he appoints Contractors (Sub-contractors) in terms of Construction Regulations 5(3), (5), (9), (10) and (12)

he includes an OHS Act Section 37(2) agreement: "Agreement with Mandatary" in his agreement with such Contractors.

- \* Any OH&S Act (85/1993), Section 16(2) appointee/s as detailed in his/her/their respective appointment forms

(ii) Further (Specific) Supervision Responsibilities for OH&S

The Contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations. Below is a list of identified appointments and may be used to select the appropriate appointments for the current contract:

	Ref. Section/Regulation in OHSAct
Batch Plant Supervisor	(Construction Regulation 6(1))
Construction Vehicles/Mobile Plant/Machinery Supervisor	(Construction Regulation 21)
Demolition Supervisor	(Construction Regulation 12)
Drivers/Operators of Construction Vehicles/Plant	(Construction Regulation 21)
Electrical Installation and Appliances Inspector	(Construction Regulation 22)
Emergency/Security/Fire Coordinator	(Construction Regulation 27)
Excavation Supervisor	(Construction Regulation 11)
Explosive Powered Tool Supervisor	(Construction Regulation 19)
Fall Protection Supervisor	(Construction Regulation 8)
First Aider	(General Safety Regulation 3)
Fire Equipment Inspector	(Construction Regulation 27)
Formwork & Support work Supervisor	(Construction Regulation 10)
Hazardous Chemical Substances Supervisor	(HCS Regulations)
Incident Investigator	(General Admin Regulation 29)
Ladder Inspector	(General Safety Regulation 13A)
Lifting Equipment Inspector	(Construction Regulation 20)
Materials Hoist Inspector	(Construction Regulation 17)
OH&S Committee	(OHS Act Section 19)
OH&S Officer	(Construction Regulation 6(6))
OH&S Representatives	(OHS Act Section 17)
Person Responsible for Machinery	(General Machinery Regulation 2)
Scaffolding Supervisor	(Construction Regulation 14)
Stacking & Storage Supervisor	(Construction Regulation 26)
Structures Supervisor	(Construction Regulation 9)
Suspended Platform Supervisor	(Construction Regulation 15)
Tunneling Supervisor	(Construction Regulation 13)
Vessels under Pressure Supervisor	(Vessels under Pressure Regulations)
Working on/next to Water Supervisor	(Construction Regulation 24)
Welding Supervisor	(General Safety Regulation 9)

The appointments must be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information must be communicated and agreed with the appointees.

Copies of appointments must be submitted to the Thulamela Local Municipality together with concise CV's of the appointees. All appointments must be officially approved by Thulamela Local Municipality. Any changes in appointees or appointments must be communicated to Thulamela Local Municipality forthwith.

The Principal Contractor must, furthermore, provide Thulamela Local Municipality with an organogram of all Contractors that he/she has appointed or intends to appoint and keep this list updated on a weekly basis.

In addition Thulamela Local Municipality may require that a Traffic Safety Officer be appointed for any project.

(iii) Designation of OH&S Representatives (Section 18 of the OHS Act)

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

(iv) Duties and Functions of the OH&S Representatives (Section 19 of the OHS Act)

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

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

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

(v) Appointment of OH&S Committee (Section 20 of the OHS Act)

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

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

1. Opening & Welcome
2. Present/Apologies/Absent
3. Minutes of previous Meeting
4. Matters Arising from the previous Minutes
5. OH&S Reps Reports
6. Incident Reports & Investigations
7. Incident/Injury Statistics
8. Other Matters
9. Endorsement of Registers and other statutory documents by a representative of the Principal Contractor
10. Close/Next Meeting

(d) Administrative Controls and the Occupational Health & Safety File

(i) The OH&S File (Construction Regulation 5 (7))

As required by Construction Regulation 5(7), the Principal Contractor and other Contractors will each keep an OH&S File on site containing the following documents as a minimum:



- \* Notification of Construction Work (Construction Regulation 3.)
- \* Copy of OH&S Act (updated) (General Administrative Regulation 4.)
- \* Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))
- \* OH&S Programme agreed with the Client including the underpinning Risk Assessment/s & Method Statements (Construction regulation 5 (1))
- \* Copies of OH&S Committee and other relevant Minutes
- \* Designs/drawings (Construction Regulation 5 (8))
- \* A list of Contractors (Sub-Contractors) including copies of the agreements between the parties and the type of work being done by each Contractor (Construction Regulation 9)
- \* Appointment/Designation forms as per (a)(i) & (ii) above.
- \* Registers as follows:
  - \* Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
  - \* OH&S Representatives Inspection Register
  - \* Asbestos Demolition & Stripping Register
  - \* Batch Plant Inspections
  - \* Construction Vehicles & Mobile Plant Inspections by Controller
  - \* Daily Inspection of Vehicles. Plant and other Equipment by the Operator/Driver/User
  - \* Demolition Inspection Register
  - \* Designer's Inspection of Structures Record
  - \* Electrical Installations, -Equipment & -Appliances (including Portable Electrical Tools)
  - \* Excavations Inspection
  - \* Explosive Powered Tool Inspection, Maintenance, Issue & Returns Register (incl. cartridges & nails)
  - \* Fall Protection Inspection Register
  - \* First Aid Box Contents
  - \* Fire Equipment Inspection & Maintenance
  - \* Formwork & Support work Inspections
  - \* Hazardous Chemical Substances Record
  - \* Ladder Inspections
  - \* Lifting Equipment Register
  - \* Materials Hoist Inspection Register
  - \* Machinery Safety Inspection Register (incl. machine guards, lock-outs etc.)
  - \* Scaffolding Inspections

- \* Stacking & Storage Inspection
- \* Inspection of Structures
- \* Inspection of Suspended Platforms
- \* Inspection of Tunnelling Operations
- \* Inspection of Vessels under Pressure
- \* Welding Equipment Inspections
- \* Inspection of Work conducted on or Near Water
- \* All other applicable records

Thulamela Local Municipality will conduct an audit on the OH&S file of the Principal Contractor from time-to-time.

- (e) OH&S Goals & Objectives & Arrangements for Monitoring & Review of OH&S Performance

The Principal Contractor is required to maintain a CIFR of at least 8 (See Annexure 1. to this document: "Measuring Injury Experience) and report on this to Thulamela Local Municipality on a monthly basis

- (f) Notification of Construction Work (Construction Regulation 3.)

The Principal Contractor must, where the Contract meets the requirements laid down in Construction Regulation 3, within 5 working days, notify the Department of Labour of the intention to carry out construction work and use the form (Annexure A in the Construction Regulations) for the purpose. A copy must be held on the OH&S File and a copy must be forwarded to Thulamela Local Municipality for record keeping purposes.

- (g) Training, Awareness and Competence

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

- (i) General Induction Training

All members of Contractor's Site management as well as all the persons appointed as responsible for OH&S in terms of the Construction and other Regulations will be required to attend a general induction session by the Client

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

- (ii) Site Specific Induction Training

The Principal Contractor will be required to develop Contract work project specific induction training based on the Risk Assessments for the Contract work and train all employees and other Contractors and their employees in this.

All employees of the Principal and other Contractors to be in possession of proof of Site Specific OH&S Induction training at all times.

- (iii) Other Training

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

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

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

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

(iv) Awareness & Promotion

The Principal Contractor is required to have a promotion and awareness scheme in place to create an OH&S culture in employees. The following are some of the methods that may be used:

- Toolbox Talks
- OH&S Posters
- Videos
- Competitions
- Suggestion schemes
- Participative activities such as OH&S Safety circles.

(v) Competence

The Principal Contractor shall ensure that his and other Contractors personnel appointed are competent and that all training required to do the work safely and without risk to health, has been completed before work commences

The Principal Contractor shall ensure that follow-up and refresher training is conducted as the contract work progresses and the work situation changes.

Records of all training must be kept on the OH&S File for auditing purposes.

(h) Consultation, Communication and Liaison

OH&S Liaison between the Client, the principal Contractor, the other Contractors, the Designer and other concerned parties will be through the OH&S committee as contemplated in above.

In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.

Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S committee and their elected Trade Union Representatives, if any.

The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/ situations etc.

The Principal Contractor will be required to do Site Safety Walks with Thulamela Local Municipality **at least on a basis to be determined between the two parties.**

The Principal and other Contractors will be required to conduct Toolbox Talks with their employees on a weekly basis and records of these must be kept on the OH&S File. Employees must acknowledge the receipt of Toolbox Talks which record must, likewise be kept on the OH&S File.

The Principal Contractors most senior manager on site will be required to attend all Thulamela Local Municipality OH&S meetings and

a list of dates, times and venues will be provided to the Principal Contractor by Thulamela Local Municipality.

(i) Checking, Reporting and Corrective Actions

(i) Monthly Audit by Client (Construction Regulation 1(d))

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

(ii) Other Audits and Inspections by Thulamela Local Municipality:

Thulamela Local Municipality reserves the right to conduct other ad hoc audits and inspections as deemed necessary. This will include Site Safety Walks.

(iii) Conducting an Audit

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

(iv) ~~Inspections~~ Contractor's Audits and

The Principal Contractor is to conduct his own monthly internal audits to verify compliance with his own OH&S Management system as well as of with this specification.

(v) ~~Inspections~~ by OH&S Representative's and other Appointees

OH&S Representatives must conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees must conduct inspections and report thereon as specified in their appointments e.g. vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.

(vi) Recording and Review of Inspection Results

All the results of the abovementioned inspections to be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.

(vii) Reporting of Inspection Results

The Principal Contractor is required to provide the Client with a monthly report in the format as per the attached Annexure 2: "SHE Risk Management Report"

(j) Incident Reporting and Investigation

Reporting of Accidents and Incidents (Section 24 and General Administrative Regulation 8 of the OHS Act)

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

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

OR where:

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

to Thulamela Local Municipality within two days and to the Provincial Director of the Department of Labour within seven days (Section 24 of the Act & General Administrative Regulation 8.) EXCEPT that, where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect, the incident must be reported to both Thulamela Local Municipality and the Provincial Director of the Department of Labour forthwith by telephone, telefax or E-mail.

The Principal Contractor is required to provide Thulamela Local Municipality with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

The Principal Contractor is required to provide Thulamela Local Municipality with copies of all internal and external accident/incident investigation reports including the reports contemplated below within 7 days of the incident occurring.

Accident and Incident Investigation (General Administrative Regulation 9)

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

The results of the investigation to be entered into the Accident/Incident Register listed in above.

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

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

The Thulamela Local Municipality reserves the right to hold its own investigation into an incident or call for an independent external investigation.

#### **C3.4.3.1.4 Operational Control**

##### **(a) Emergency Preparedness, Contingency Planning and Response**

The Principal Contractor must appoint a competent person to act as Emergency Controller/Coordinator.

The Principal Contractor must conduct an emergency identification exercise and establish what emergencies could possibly develop. He/she must then develop detailed contingency plans and emergency procedures, taking into account any emergency plan that Thulamela Local Municipality may have in place.

The Principal Contractor and the other Contractors must hold regular practice drills of contingency plans and emergency procedures to test them and familiarise employees with them.

##### **(b) First Aid (General Safety Regulation 3)**

The Principal Contractor must provide First Aid equipment (including a stretcher) and have qualified First Aider/s as required by General Safety Regulation 3 of the OHS Act.

The Contingency Plan of the Principal Contractor must include the arrangements for speedily and timeously transporting injured/ill person/s to a medical facility or of getting emergency medical aid to person/s that may require it.

The Principal Contractor must have firm arrangements with his other Contractors in place regarding the responsibility of the other Contractors injured/ill employees

##### **(c) Security**

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees will not be allowed on site unaccompanied.

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

- (d) Fall Protection (Working in Elevated Positions (Construction regulation 8.)  
A pre-emptive Risk Assessment will be required for any work to be carried out above two metres from the ground or any floor level and will be classified as "Work in Elevated Positions".

As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he/she is working at ground level and whilst working in this position be wearing a single belt with lanyard that will be worn to prevent the person falling from the platform, ladder or other device utilised. This safety belt will be, as far as is possible, secured to a point away from the edge over which the person might fall and the lanyard must be of such a length that the person will not be able to move over the edge.

Alternatively any platform, slab, deck or surface forming an edge over which a person may fall may be fitted with guard rails at two different heights as prescribed in SABS 085: Code of Practice for the Design, Erection, Use and Inspection of Access Scaffolding.

Where the requirement in is not practicable, the person will be provided with a full body harness that will be worn and attached above the wearer's head at all times and the lanyard must be fitted with a shock absorbing device OR the person must be attached to an approved, by Thulamela Local Municipality, fall arrest system.

Where the requirements are not practicable, a suitable catch net must be erected.

Workers working in elevated positions must be trained to do this safely and without risk to health

Where work on roofs is carried out, the Risk Assessment must take into account the possibility of persons falling through fragile material. Skylights and openings in the roof.

#### **C3.4.3.1.5 Measurement and Payment**

Payment for the contractor's obligations in respect of the Occupational Health and Safety act and Construction Regulations shall be made through three payment items described below. The three payment items together shall include full compensation for all personnel (including a dedicated full time Construction Safety Officer), cost and incidentals in respect of compliance with the enforcement of the Health and Safety Specifications, which shall include for the compilation, presentation, implementation and maintenance of the Health and Safety Plan as contemplated. In tendering rates for the three items the contractor shall ensure that the sum of the amounts for the three items shall not be less than one percent (1%) of the Tender Amount.

Item	Unit
<b>B1.1 Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations</b>	Lump Sum

The full amount will be paid in one instalment only once:-

- (a) The contractor has notified the Provincial Director of the Department of Labour in writing of the project.
- (b) The contractor has made the required initial appointments of employees and sub-contractors.
- (c)(c) The client has approved the contractor's Health and Safety Plan.
- (d) The contractor has set up his Health and Safety File.

Item	Unit
<b>B1.2 Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations</b>	Month

The tendered monthly amount shall represent full compensation for that part of the contractor's general obligations in terms of the Occupational Health and Safety Act and the Construction Regulations which are mainly a function of time. This includes inter alia payment of all costs for the appointment of all staff contemplated in the construction regulations and the transport of employees on site. Payment will be monthly only after payment for Item **B1.1** has been made.

Item	Unit
<b>B1.3 Submission of the Health and Safety File</b>	Lump Sum

The tendered lump sum shall represent full compensation for the contractor meeting all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and for the preparation and submission of his Health and Safety File complete as envisaged on this specification to the Client's satisfaction.

This amount will be paid only once the contractor has met all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and has submitted his Health and Safety File complete as envisaged on this specification to the Client's satisfaction.



**C3.4.3.1.6 Project/Site Specific Requirements**

**See Annexure 3**

**Annexure 1: Measuring Injury Experience**

**Annexure 2: SHE Risk Management Report**

**Annexure 3. List of Risk Assessments**

## ANNEXURE 1: MEASURING INJURY EXPERIENCE

Injury experience has traditionally been measured by the use of a disabling injury frequency rate, the so-called "DIFR". The DIFR is calculated by multiplying the number of disabling injuries by 1 million and dividing by the number of man-hours worked.

Lately the DIFR has been replaced internationally with a DIIR: disabling injury incidence rate. The only difference between the two rates are that the 10 million in the calculation is replaced with 200 000. (200 000 purported to be the number of hours and average person works in a lifetime.)

The use of the two rates above has proved to be somewhat problematical as they are open to manipulation and disabling injuries are often "hidden" by returning the injured employee to the workplace so as not to lose a shift and therefore having to register a disabling injury.

The Construction Industry recently decided to promote the use of a new frequency rate based on the number of compensation injury claims as these are more difficult to hide or manipulate because the reporting of compensable injuries is a legal requirement.

The industry is hoping that adoption of this new measurement of injury experience will enable the industry to monitor itself as far as work related injuries are concerned.

Below follows an explanation of this new rating system.

### COMPENSATION INCIDENCE FREQUENCY RATE (CIFR)

#### FORMULA

No. of Compensation Claims X 200 000 /

\*220 man hours X No. of Employees

#### DEFINITIONS

No. of Compensation

Claims: **The number of claims lodged with the COID insurer for the period under review**

**200 000:** The fixed factor to align the rate with other rates used internationally

Manhours Worked

Include:       \*       Hourly Paid Employees  
                  \*       Sub-contactors (No. of Employees X \*220 each)  
                  \*       Staff (No. of Employees X \*220 hours each)

**220 manhours:** The \*average number of hours worked by one employee in one month in the Construction industry.

\* Overtime, absence on leave or sick leave, unrecorded after hours time worked by senior and middle management factored into this average.

**No. of Employees:** The actual or average number of employees employed  
for the period under review.

2002/03CIFRSystem

ANNEXURE 2: EXECUTIVE SHE RISK MANAGEMENT REPORT

The SAFCEC OH&S committee recently developed the following report in an attempt to standardise on reporting and assist contractors in obtaining a clear picture of their SHE Risk Management performance. It is hoped that clients will also accept this standardised report. Your comments/suggestions for improvement is invited.

EXAMPLE ONLY: ALL INFORMATION IS FICTITIOUS

Xyz construction

\*SHE RISK MANAGEMENT REPORT

PERIOD JANUARY TO MARCH 2002

\*(SHE = Safety, Health & Environment)

1. Introduction

We hope that this new format of quarterly SHE Risk Management reporting will provide a clear picture of the company's performance as far as occupational health & safety is concerned.

The first quarter of 2002 generally reflected an improvement in injury experience and shows a decline in the number of injuries. Although Building was the only division where there was an increase in compensation claims, figures are still well down from the average 2001 figures. A sub-contractor experienced one fatality.

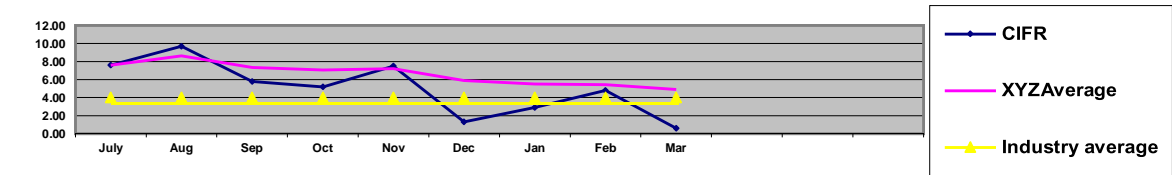
All divisions are eagerly awaiting the final implementation in May of the new electronic SHE Management system that will make the tools to implement the SHE programme available to all management and supervisory staff.

2. Incident Statistics

Compensation Incident Frequency Rate (CIFR)

CIFR = Total No. of Claims against the Workmen's Compensation Fund X 200 000

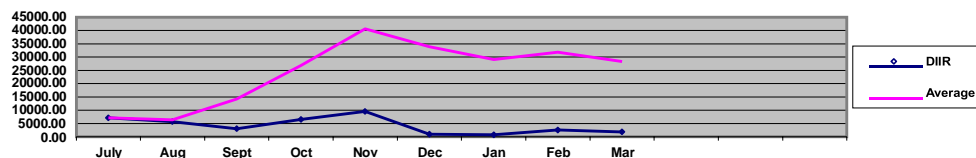
Manhours worked



2.2.

Disabling Injury Incidence Rate (DIIR)

$$\text{DIIR} = \frac{\text{No. Disabling Injuries} \times 200\,000}{\text{Manhours worked}}$$



### 2.3. Other Major Incidents

Three other major incidents were experienced in the period under review:

- 2.3.1. A major trench collapsed at Job. 00123: XYZ Head Office, Bochum: No personnel injured, extensive damage to foundations: 3 days delay.
- 2.3.2. A concrete dumper ran away when its brakes failed. It smashed into the glass façade of the building on Job 00332: McDonalds, Polokwane. The driver jumped off and was not injured. Cost of damage to façade: R45 000.
- 2.3.3. A storage hut on Job 00567: BP Petrol Station, Swartruggens was demolished by fire when the night watchman made a fire inside the storage hut which contained concrete vibrators and levelling machines. Cost of replacing the hut and machines: R30 000

## 3. RISK AREAS

The following items of concern need priority consideration by management:

- 3.1. New employees must undergo pre-employment medical examinations to:
  - protect XYZ from claims at a later stage
  - ensure that only healthy persons are employed
  - prevent injuries and illness in the workplace
  - enhance XYZ image
- 3.2. Vehicle drivers and plant operators must be instructed to inspect their vehicles daily before start-up using the prescribed checklists to ensure that these are safe to operate and in good condition.

## 4. AUDITS

Three SHE audits were conducted in February and March:

- |      |            |                      |                       |
|------|------------|----------------------|-----------------------|
| 4.1. | Job 00432: | Gillooly's Mall      | Compliance: 56%(*)    |
|      | Job 00786: | Cullinan Head Office | Compliance: 83%(****) |
|      | Job 00589: | Cleveland Station    | Compliance: 76%(***)  |

## 5. TRAINING

One hundred and forty two employees, representing 7% of employees, attended nine training courses. \*Our objective is to train 5,5% of employees quarterly.

Month	No. of Employees Trained	Course	Source
January	26 15 3	Induction OH&S Reps Crane Drivers	Internal Consultant External
February	23 17	Induction OH&S Reps	Internal Consultant
March	43 9 3 3	Induction OH&S Reps Bomag Rollers First Aiders	Internal Consultant Supplier St. John's

## 6. LEGAL ISSUES

- 6.1. An inspector of the Department of Labour issued an improvement notice on Job 00987: Gillooly's Mall. The notice requires that all scaffolding comply with the SABS standards for the Erection and Maintenance of Access Scaffolding (SABS 085). This is currently being attended to and the inspector will return on 15 April 2002 to ascertain if the notice has been complied with.

## 8. OCCUPATIONAL AIND OTHER HEALTH MATTERS

### 8.1. HIV Aids

The proposed SAFCEC clinic will soon be operational and we will then be able to send our employees who have tested positive to the clinic for counselling and eventual treatment when necessary

The mobile clinic saw and tested fifty employee volunteers at 3 sites this month. Eighteen of them tested positive.

### 8.2. Tuberculosis

The mobile clinic will be calling at Gillooly's Mall and Cleveland Station on 15 and 16 October respectively to screen employees for TB.

### 8.3. Noise

All suspected noise pollution areas have been tested and the results are awaited. Employees working in areas testing over 85dBa will be issued with suitable hearing protectors.

## 9. ENVIRONMENTAL MEASURES

Inspectors from the Botswana Department of the Environment visited Djwaneng and inspected the site and yard. They gave it a "clean bill of health" and advised that we should increase the dust control measures by spraying roads three times per day instead of the present twice per day.

## 10. ACHIEVEMENTS/AWARDS

- 10.1. The client at Djwaneng (Job 00786) awarded the XYZ site first position in the housekeeping competition conducted bi-monthly by the client's SHE managers. The project manager and his team are to be congratulated for this sterling effort.

- 10.2. Job 0987: Refurbishment of Pretoria Main Railway Station has just completed 1million compensation claim free days. This was no easy achievement if we consider the conditions being worked under after the extensive fire that caused major damage.

SHE Risk Manager

2002.09.27

### ANNEXURE 3: LIST OF RISK ASSESSMENTS

- \* Clearing & Grubbing of the Area/Site
- \* Site Establishment including:
  - Office/s
  - Secure/safe storage for materials, plant & equipment
  - Ablutions
  - Sheltered eating area
  - Maintenance workshop
  - Vehicle access to the site
- \* Dealing with existing structures
- \* Location of existing services
- \* Installation and maintenance of temporary construction electrical supply, lighting and equipment
- \* Adjacent land uses/surrounding property exposures
- \* Boundary and access control/Public Liability Exposures (NB: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
- \* Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- \* Exposure to noise
- \* Exposure to vibration
- \* Protection against dehydration and heat exhaustion
- \* Protection from wet & cold conditions
- \* Dealing with HIV/Aids and other diseases
- \* Use of Portable Electrical Equipment including
  - Angle grinder
  - Electrical drilling machine
  - Skill saw
- \* Excavations including
  - Ground/soil conditions
  - Trenching
  - Shoring
  - Drainage of trench
- \* Welding including
  - Arc Welding
  - Gas welding
  - Flame cutting
  - Use of LP gas torches and appliances
- \* Loading & offloading of trucks
- \* Aggregate/sand and other materials delivery
- \* Manual and mechanical handling
- \* Lifting and lowering operations
- \* Driving & operation of construction vehicles and mobile plant including
  - Trenching machine
  - Excavator
  - Bomag roller
  - Plate compactor
  - Front end loader
  - Mobile cranes and the ancillary lifting tackle
  - Parking of vehicles & mobile plant



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- Towing of vehicles & mobile plant
- \* Use and storage of flammable liquids and other hazardous substances
- \* Layering and bedding
- \* Installation of pipes in trenches
- \* Pressure testing of pipelines
- \* Backfilling of trenches
- \* Protection against flooding
- \* Gabion work
- \* Use of explosives
- \* Protection from overhead power lines
- \* As discovered by the Principal Contractor's hazard identification exercise
- \* As discovered from any inspections and audits conducted by the Client or by the Principal Contractor or any other Contractor on site
- \* As discovered from any accident/incident investigation.

### **C3.4.3.2 ENVIRONMENTAL MANAGEMENT PLAN**

#### **CONTENTS**

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#### **C3.4.3.2.1. SCOPE**

This environmental management programme (EMP) sets out the methods by which proper environmental controls are to be implemented by the contractor. The duration over which the contractor's controls shall be in place cover the construction period of the project as well as the limited time after contract completion defined by the General Conditions of Contract, and the project specifications, as the defects notification period (maintenance period).

The provisions of this EMP are binding on the contractor during the life of the contract. They are to be read in conjunction with all the documents that comprise the suite of documents for this contract. In the event that any conflict occurs between the terms of the EMP and the project specifications or Record of Decision, the terms herein shall be subordinate.

The EMP is a dynamic document subject to similar influences and changes as are brought by variations to the provisions of the project specification. Any substantial changes shall be submitted to the Thulamela Local Municipality in writing for approval.

The EMP identifies the following:

Construction activities that will impact on the environment.

Specifications with which the contractor shall comply in order to protect the environment from the identified impacts.

Actions that shall be taken in the event of non-compliance.

#### C3.4.3.2.2. DEFINITIONS

**Alien Vegetation:** alien vegetation is defined as undesirable plant growth which shall include, but not be limited to, all declared category 1 and 2 listed invader species as set out in the Conservation of Agricultural Resources Act (CARA) regulations. Other vegetation deemed to be alien shall be those plant species that show the potential to occupy in number, any area within the defined construction area and which are declared to be undesirable.

**Construction Activity:** a construction activity is any action taken by the contractor, his subcontractors, suppliers or personnel during the construction process as defined in the South African National Roads Agency Limited and National Roads Act, 1998 (Act No. 7, 1998)

**Environment:** environment means the surroundings within which humans exist and that could be made up of -

- the land, water and atmosphere of the earth;
- micro-organisms, plant and animal life;
- any part or combination of (i) and (ii) and the interrelationships among and between them; and
- the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

**Environmental Aspect:** an environmental aspect is any component of a contractor's construction activity that is likely to interact with the environment.

**Environmental Impact:** an impact or environmental impact is the change to the environment, whether desirable or undesirable, that will result from the effect of a construction activity. An impact may be the direct or indirect consequence of a construction activity.

**Record of Decision:** a record of decision is a written statement from the Limpopo Department of Economic Development, Environment and Tourism, that records its approval of a planned undertaking to improve, upgrade or rehabilitate a section of road and the mitigating measures required to prevent or reduce the effects of environmental impacts during the life of a contract.

**Road Reserve:** the road reserve is a corridor of land, defined by co-ordinates and proclamation, within which the road, including access intersections or interchanges, is situated. A road reserve may, or may not, be bounded by a fence.

**Road Width:** for the purposes of the EMP, the road width is defined as the area within the road reserve i.e. fence line to fence line, but also includes all areas beyond the road reserve that are affected by the continuous presence of the road, e.g. a reach of a water course.

#### C3.4.3.2.3. IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS

The contractor shall identify likely aspects before commencing with any construction activity. Examples of environment aspects include:

- waste generation
- stormwater discharge
- emission of pollutants into the atmosphere
- chemical use operations
- energy use operations
- water use operations
- use of natural resources

- noise generation

Thereafter the contractor shall programme his work in such a way that each cause and effect of a construction activity is also identified and the activity planned so as to prevent any impact from happening. If prevention is not practicable, or in the event of mishap or misapplication, the contractor shall provide plans and measures for the engineer's approval, which will limit and contain the magnitude, duration and intensity of the impact. The contractor shall demonstrate that he/she is capable of carrying out any repair and reinstatement of the damaged environment. These requirements shall be concurrent with the time constraints to produce an approved construction programme according to subclause 8.3 as amended by Particular Condition of the general conditions of contract and clause B1204 of these project specifications.

Listed below are some environmental impacts that could adversely alter an aspect of the environment through usual construction activities:

Pollution of atmosphere, soil or water  
Destruction or removal of fauna and flora and effect on biological diversity  
Deformation of the landscape  
Soil erosion  
Destruction of historical/heritage sites  
Effect on the built environment  
Effect on agricultural land and wetlands

General good construction practice will play an important role in avoiding the occurrence of an Impact. The contractor's attention is drawn, in this regard, to C1008. Environmental Management of Construction Activities

#### **C3.4.3.2.4. LEGAL REQUIREMENTS**

##### **a) General**

Construction will be according to the best industry practices, as identified in the project documents. This EMP, which forms an integral part of the contract documents, informs the contractor as to his duties in the fulfilment of the project objectives, with particular reference to the prevention and mitigation of environmental impacts caused by construction activities associated with the project. The contractor should note that obligations imposed by the EMP are legally binding in terms of environmental statutory legislation and in terms of the additional conditions to the general conditions of contract that pertain to this project. In the event that any rights and obligations contained in this document contradict those specified in the standard or project specifications then the latter shall prevail.

##### **b) Statutory and other applicable legislation**

The contractor 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.

#### **C3.4.3.2.5. ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS**

##### **a) Appointment of a Designated Environmental Officer (DEO)**

For the purposes of implementing the conditions contained herein, the contractor shall submit to the engineer for approval the appointment of a nominated representative of the contractor as the DEO for the contract. The request shall be given, in writing, at least fourteen days before the start of any work clearly setting out reasons for the nomination, and with sufficient detail to enable the engineer to make a decision. The engineer will, within seven days of receiving the request, approve, reject or call for more information on the nomination. Once a nominated representative of the contractor has been approved he/she shall be the DEO and shall be the responsible person for ensuring that the provisions of the EMP are complied with during the life of the contract. The engineer will be responsible for issuing instructions to the contractor where environmental

considerations call for action to be taken. The DEO shall submit regular written reports to the engineer, but not less frequently than once a month.

The engineer shall have the authority to instruct the contractor to replace the DEO if, in the engineer's opinion, the appointed officer is not fulfilling his/her duties in terms of the requirements of the EMP or this specification. Such instruction will be in writing and shall clearly set out the reasons why a replacement is required.

There shall be an approved DEO on the site at all times.

b) Administration

Before the contractor begins each construction activity the DEO shall give to the engineer a written statement setting out the following:

The type of construction activity.

Locality where the activity will take place.

Identification of the environmental aspects and impacts that might result from the activity.

Methodology for impact prevention for each activity or aspect.

Methodology for impact containment for each activity or aspect.

Emergency/disaster incident and reaction procedures.

Treatment and continued maintenance of impacted environment.

The contractor may provide such information in advance of any or all construction activities provided that new submissions shall be given to the engineer whenever there is a change or variation to the original.

The engineer may provide comment on the methodology and procedures proposed by the DEO, but he shall not be responsible for the contractor's chosen measures of impact mitigation and emergency/disaster management systems. However, the contractor shall demonstrate at inception and at least once during the contract that the approved measures and procedures function properly.

c) Good Housekeeping

The Contractor shall undertake "good housekeeping" practices during construction as stated in clause 1217 of the COLTO Standard Specifications for Roads and Bridges and subclauses 4.3.1 and 4.3.2 of the General Conditions of Contract. This will help avoid disputes on responsibility and allow for the smooth running of the contract as a whole. Good housekeeping extends beyond the wise practice of construction methods that leaves production in a safe state from the ravages of weather to include the care for and preservation of the environment within which the site is situated.

### C3.4.3.2.6. TRAINING

The designated environmental officer (DEO) must be conversant with all legislation pertaining to the environment applicable to this contract and must be appropriately trained in environmental management and must possess the skills necessary to impart environmental management skills to all personnel involved in the contract.

The contractor shall ensure that adequate environmental training takes place. All employees shall have been given an induction presentation on environmental awareness. Where possible, the presentation needs to be conducted in the language of the employees. The environmental training should, as a minimum, include the following:

- The importance of conformance with all environmental policies
- The environmental impacts, actual or potential, of their work activities;

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- The environmental benefits of improved personal performance;
- Their roles and responsibilities in achieving conformance with the environmental policy and procedures and with the requirement of the Agency's environmental management systems, including emergency preparedness and response requirements;
- The potential consequences of departure from specified operating procedures;
- The mitigation measures required to be implemented when carrying out their work activities.

In the case of permanent staff the contractor shall provide evidence that such induction courses have been presented. In the case of new staff (including contract labour) the contractor shall inform the engineer when and how he/she intends concluding his environmental training obligations.

#### **C3.4.3.2.7. ACTIVITIES/ASPECTS CAUSING IMPACTS**

A list of possible causes of environmental impacts that occur during construction activities is given in Table 7/1: Aspects or Activities that Cause Environmental Impacts during Construction Activities, which is to be found at the end of this part. This list is not exhaustive, and shall be used for guideline purposes only.

#### **C3.4.3.2.8. ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES**

##### **a) Site Establishment**

##### **i) Site Plan**

The contractor shall establish his construction camps, offices, workshops, staff accommodation and testing facilities on the site in a manner that does not adversely affect the environment. However, before construction can begin, the contractor shall submit to the engineer for his approval, plans of the exact location, extent and construction details of these facilities and the impact mitigation measures the contractor proposes to put in place.

The plans shall detail the locality as well as the layout of the waste treatment facilities for litter, kitchen refuse, sewage and workshop-derived effluents. The site offices should not be sited in close proximity to steep areas, as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the offices, and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles are located as far away as possible from any water course as possible. **Regardless of the chosen site, the contractor's intended mitigation measures shall be indicated on the plan.** The site plan shall be submitted not later than the first site meeting. Detailed, electronic colour photographs shall be taken of the proposed site before any clearing may commence. These records are to be kept by the engineer for consultation during rehabilitation of the site. Read with COLTO Specification 1302(a), 1402 (e).

##### **ii) Vegetation**

The contractor has a responsibility to inform his staff of the need to be vigilant against any practice that will have a harmful effect on vegetation.

The natural vegetation encountered on the site is to be conserved and left as intact as possible. Vegetation planted at the site shall be indigenous and in accordance with instructions issued by the engineer. Only trees and shrubs directly affected by the works, and such others as may be indicated by the engineer in writing, may be felled or cleared. In wooded areas where natural vegetation has been cleared out of necessity, the same species of indigenous trees as were occurring, shall be re-established.

The project specification for the rehabilitation of the grass cover shall be strictly adhered to. Any proclaimed weed or alien species that propagates during the contract period shall be cleared by hand before seeding. (Read in conjunction with COLTO Specification 5801(b), 5802(b), (c), (d) and (e), 5804, 5805, 5806 and 5807). Fires shall only be allowed in facilities or equipment specially constructed for this purpose. A firebreak shall be cleared and maintained around the perimeter of the camp and office sites.

##### **iii) Rehabilitation**

The area where the site offices were erected will require rehabilitation at the end of the contract. All construction material, including concrete slabs and braai areas shall be removed from the site on completion of the contract.

iv) Water for human consumption

Water for human consumption shall be available at the site offices and at other convenient locations on site.

All effluent water from the camp / office sites shall be disposed of in a properly designed and constructed system, situated so as not to adversely affect water sources (streams, rivers, pans dams etc). Only domestic type wastewater shall be allowed to enter this drain.

v) Heating and Cooking fuel

The contractor shall provide adequate facilities for his staff so that they are not encouraged to supplement their comforts on site by accessing what can be taken from the natural surroundings. The contractor shall ensure that energy sources are available at all times for construction and supervision personnel for heating and cooking purposes.

b) Sewage treatment

Particular reference in the site establishment plan shall be given to the treatment of sewage generated at the site offices, site laboratory and staff accommodation and at all localities on the site where there will be a concentration of labour. Sanitary arrangements should be to the satisfaction of project management, the local authorities and legal requirements.

Safe and effective sewage treatment will require one of the following sewage handling methods: septic tanks and soak-aways, dry-composting toilets such as "enviro loos", or the use of chemical toilets which are supplied and maintained by a subcontractor. The type of sewage treatment will depend on the geology of the area selected, the duration of the contract and proximity (availability) of providers of chemical toilets. Should a soak-away system be used, it shall not be closer than 800 metres from any natural water course or water retention system. The waste material generated from these facilities shall be serviced on a regular basis. The positioning of the chemical toilets shall be done in consultation with the engineer. Read with COLTO Specifications 1402(g) and 1404(a).

Toilets and latrines shall be easily accessible and shall be positioned within walking distance from wherever employees are employed on the works. Use of the veld for this purpose shall not, under any circumstances, be allowed.

Outside toilets shall be provided with locks and doors and shall be secured to prevent them from blowing over. The toilets shall also be placed outside areas susceptible to flooding. The contractor shall arrange for regular emptying of toilets and shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the engineer.

c) Waste Management

The contractor's intended methods for waste management and waste minimisation shall be implemented at the outset of the contract. All personnel shall be instructed to dispose of all waste in the proper manner.

i) Solid Waste

Solid waste shall be stored in an appointed area in covered, tip proof metal drums for collection and disposal. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the engineer. Disposal of solid waste shall be at a Department of Water Affairs and Forestry (DWAF) licensed landfill site or at a site approved by DWAF in the event that an existing operating landfill site is not within reasonable distance from the site offices and staff accommodation. No waste shall be burned or buried at or near the site offices, nor anywhere else



on the site, including the approved solid waste disposal site. Read with COLTO Specification 1404(a).

ii) Litter

No littering by construction workers shall be allowed. During the construction period, the facilities shall be maintained in a neat and tidy condition and the site shall be kept free of litter.

Measures shall be taken to reduce the potential for litter and negligent behaviour with regard to the disposal of all refuse. At all places of work the contractor shall provide litter collection facilities for later safe disposal at approved sites. (Read with COLTO Specification 1302(b)).

iii) Hazardous waste

Hazardous waste such as bitumen, tar, oils etc. shall be disposed of in a Department of Water Affairs and Forestry approved landfill site. Special care shall be taken to avoid spillage of tar or bitumen products such as binders or pre-coating fluid to avoid water-soluble phenols from entering the ground or contaminating water.

Under no circumstances shall the spoiling of tar or bituminous products on the site, over embankments, in borrow pits or any burying, be allowed. Unused or rejected tar or bituminous products shall be returned to the supplier's production plant. Any spillage of tar or bituminous products shall be attended to immediately and affected areas shall be promptly reinstated to the satisfaction of the engineer.

d) Control at the workshop

The contractor's management and maintenance of his plant and machinery will be strictly monitored according to the criteria given below, regardless whether it is serviced on the site (i.e. at the place of construction activity or at a formalised workshop).

i) Safety

All the necessary handling and safety equipment required for the safe use of petrochemicals and oils shall be provided by the contractor to, and used or worn by, the staff whose duty it is to manage and maintain the contractor's and his subcontractor's and supplier's plant, machinery and equipment.

ii) Hazardous Material Storage

Petrochemicals, oils and identified hazardous substances shall only be stored under controlled conditions. All hazardous materials e.g. tar or bitumen binders shall be stored in a secured, appointed area that is fenced and has restricted entry. Storage of tar or bituminous products shall only take place using suitable containers to the approval of the engineer.

The contractor shall provide proof to the engineer that relevant authorisation to store such substances has been obtained from the relevant authority. In addition, hazard signs indicating the nature of the stored materials shall be displayed on the storage facility or containment structure. Before containment or storage facilities can be erected the contractor shall furnish the engineer with details of the preventative measures he proposes to install in order to mitigate against pollution of the surrounding environment from leaks or spillage. The preferred method shall be a concrete floor that is bunded. Any deviation from the method will require proof from the relevant authority that the alternative method proposed is acceptable to that authority. The proposals shall also indicate the emergency procedures in the event of misuse or spillage that will negatively affect an individual or the environment.

iii) Fuel and Gas Storage

Fuel shall be stored in a secure area in a steel tank supplied and maintained by the fuel suppliers.. An adequate bund wall, 110% of volume, shall be provided for fuel and diesel areas to accommodate any leakage spillage or overflow of these substances. The area inside the bund wall shall be lined with an impervious lining to prevent infiltration of the fuel into the soil. Any leakage, spillage or overflow of fuel shall be attended to without delay.

Gas welding cylinders and LPG cylinders shall be stored in a secure, well-ventilated area.

iv) Oil and Lubricant Waste

Used oil, lubricants and cleaning materials from the maintenance of vehicles and machinery shall be collected in a holding tank and sent back to the supplier. Water and oil should be separated in an oil trap. Oils collected in this manner, shall be retained in a safe holding tank and removed from site by a specialist oil recycling company for disposal at approved waste disposal sites for toxic/hazardous materials. Oil collected by a mobile servicing unit shall be stored in the service unit's sludge tank and discharged into the safe holding tank for collection by the specialist oil recycling company.

All used filter materials shall be stored in a secure bin for disposal off site. Any contaminated soil shall be removed and replaced. Soils contaminated by oils and lubricants shall be collected and disposed of at a facility designated by the local authority to accept contaminated materials.

e) Clearing the Site

In all areas where the contractor intends to, or is required to clear the natural vegetation and soil, either within the road reserve, or at designated or instructed areas outside the road reserve, a plan of action shall first be submitted to the engineer for his approval.

The plan shall contain a photographic record and chainage/land reference of the areas to be disturbed. This shall be submitted to the engineer for his records before any disturbance/stockpiling may occur. The record shall be comprehensive and clear, allowing for easy identification during subsequent inspections.

The contractor shall be responsible for the re-establishment of grass within the road reserve boundaries for all areas disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for, or from, road construction has to be stored temporarily or otherwise within the road reserve, or at designated or instructed areas outside the road reserve. This responsibility shall extend until expiry of the defects notification period.

f) Soil Management

i) Topsoil

Topsoil shall be removed from all areas where physical disturbance of the surface will occur and shall be stored and adequately protected. The contract will provide for the stripping and stockpiling of topsoil from the site for later re-use. Topsoil is considered to be the natural soil covering, including all the vegetation and organic matter. Depth may vary at each site. The areas to be cleared of topsoil shall include the storage areas. All topsoil stockpiles and windrows shall be maintained throughout the contract period in a weed-free condition. Weeds appearing on the stockpiled or windrowed topsoil shall be removed by hand. Soils contaminated by hazardous substances shall be disposed of at an approved Department of Water Affairs and Forestry waste disposal site. (Read with COLTO Specifications 3104(a), 5802(a), (g), 5804(a), (b) and (c)). The topsoil stockpiles shall be stored, shaped and sited in such a way that they do not interfere with the flow of water to cause damming or erosion, or itself be eroded by the action of water. Stockpiles of topsoil shall not exceed a height of 2m, and if they are to be left for longer than 6

months, shall be analysed, and if necessary, upgraded before replacement. Stockpiles shall be protected against infestation by weeds.

The contractor shall ensure that no topsoil is lost due to erosion either by wind or water. Areas to be topsoiled and grassed shall be done so systematically to allow for quick cover and reduction in the chance of heavy topsoil losses due to unusual weather patterns. The contractor's programme shall clearly show the proposed rate of progress of the application of topsoil and grassing. The contractor shall be held responsible for the replacement, at his own cost, for any unnecessary loss of topsoil due to his failure to work according to the progress plan approved by the engineer. The contractor's responsibility shall also extend to the clearing of drainage or water systems within and beyond the boundaries of the road reserve that may have been affected by such negligence.

ii) Subsoil

The subsoil is the layer of soil immediately beneath the topsoil. It shall be removed, to a depth instructed by the engineer, and stored separately from the topsoil if not used for road building. This soil shall be replaced in the excavation in the original order it was removed for rehabilitation purposes.

g) Drainage

The quality, quantity and flow direction of any surface water runoff shall be established prior to disturbing any area for construction purposes. Cognisance shall be taken of these aspects and incorporated into the planning of all construction activities. Before a site is developed or expanded, it shall be established how this development or expansion will affect the drainage pattern. Recognised water users / receivers shall not be adversely affected by the expansion or re-development. No water source shall be polluted in any way due to proposed changes.

Streams, rivers, pans, wetlands, dams, and their catchments shall be protected from erosion and from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and bituminous or tar products.

The contractor shall submit to the engineer his proposals for prevention, containment and rehabilitation measures against environmental damage of the identified water and drainage systems that occur on the site. Consideration shall be given to the placement of sedimentation ponds or barriers where the soils are of a dispersive nature or where toxic fluids are used in the construction process. The sedimentation ponds must be large enough to contain runoff so that they function properly under heavy rain conditions.

h) Earthworks and Layerworks

This section includes all construction activities that involve the mining of all materials, and their subsequent placement, stockpile, spoil, treatment or batching, for use in the permanent works, or temporary works in the case of deviations. Before any stripping prior to the commencement of construction, the contractor shall have complied with the requirements of sections C1008 (e) and C1008 (g). In addition, the contractor shall take cognisance of the requirements set out below.

i) Quarries and borrow pits

The contractor's attention is drawn to the requirement of the Department of Minerals and Energy, that before entry into any quarry or borrow pit, an EMP for the establishment, operation and closure of the quarry or borrow pit shall have been approved by the Department. It is the responsibility of the contractor to ensure that he is in possession of the approved EMP or a copy thereof, prior to entry into the quarry or borrow pit. The conditions imposed by the relevant EMP are legally binding on the contractor and may be more extensive and explicit than the requirements of this specification. In the event of any conflict occurring between the requirements of the specific EMP and these specifications the former shall apply. The cost of complying with

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the requirements shall be deemed to be included in existing rates in the Bill of Quantities. (Read with COLTO Specification 3100 and 3200).

ii) Excavation, hauling and placement

The contractor shall provide the engineer with detailed plans of his intended construction processes prior to starting any cut or fill or layer. The plans shall detail the number of personnel and plant to be used and the measures by which the impacts of pollution (noise, dust, litter, fuel, oil, sewage), erosion, vegetation destruction and deformation of landscape will be prevented, contained and rehabilitated. Particular attention shall also be given to the impact that such activities will have on the adjacent built environment. The contractor shall demonstrate his "good housekeeping", particularly with respect to closure at the end of every day so that the site is left in a safe condition from rainfall overnight or over periods when there is no construction activity. (Read with COLTO Standard Specification clauses 1217 and 3309)

iii) Spoil sites

The contractor shall be responsible for the safe siting, operation, maintenance and closure of any spoil site he uses during the contract period, including the defects notification period. This shall include existing spoil sites that are being re-entered. Before spoil sites may be used proposals for their locality, intended method of operation, maintenance and rehabilitation shall be given to the engineer for his approval. The location of these spoil sites shall have signed approval from the affected landowner before submission to the engineer. No spoil site shall be located within 500m of any watercourse. A photographic record shall be kept of all spoil sites for monitoring purposes. This includes before the site is used and after re-vegetation.

The use of approved spoil sites for the disposal of hazardous or toxic wastes shall be prohibited unless special measures are taken to prevent leaching of the toxins into the surrounding environment. Such special measures shall require the approval of the relevant provincial or national authority. The same shall apply for the disposal of solid waste generated from the various camp establishments. The engineer will assist the contractor in obtaining the necessary approval if requested by the contractor.

Spoil sites will be shaped to fit the natural topography. These sites shall receive a minimum of 75mm topsoil and be grassed with the recommended seed mixture. Slopes shall not exceed a vertical: horizontal ratio of 1:3. Only under exceptional circumstances will approval be given to exceed this ratio. Appropriate grassing measures to minimise soil erosion shall be undertaken by the contractor. This will include both strip and full sodding. The contractor may motivate to the engineer for other acceptable stabilising methods. The engineer may only approve a completed spoil site at the end of the defects notification period upon receipt from the contractor of a landowner's clearance notice and an engineer's certificate certifying slope stability (Read with COLTO standard Specifications clause 1214 ). The contractor's costs incurred in obtaining the necessary certification for opening and closing of spoil sites shall be deemed to be included in the tendered rates for spoiling.

iv) Stockpiles

The contractor shall plan his activities so that materials excavated from borrow pits and cuttings, in so far as possible, can be transported direct to and placed at the point where it is to be used. However, should temporary stockpiling become necessary, the areas for the stockpiling of excavated and imported material shall be indicated and demarcated on the site plan submitted in writing to the engineer for his approval, together with the contractor's proposed measures for prevention, containment and rehabilitation against environmental damage.

The areas chosen shall have no naturally occurring indigenous trees and shrubs present that may be damaged during operations. Care shall be taken to preserve all vegetation in the immediate area of these temporary stockpiles. During the life of the stockpiles the contractor shall at all times ensure that they are:

- Positioned and sloped to create the least visual impact;

- Constructed and maintained so as to avoid erosion of the material and contamination of surrounding environment; and
- Kept free from all alien/undesirable vegetation.

After the stockpiled material has been removed, the site shall be re-instated to its original condition. No foreign material generated / deposited during construction shall remain on site. Areas affected by stockpiling shall be landscaped, top soiled, grassed and maintained at the contractor's cost until clearance from the engineer and the relevant Authority is received.

Material milled from the existing road surface that is temporarily stockpiled in areas approved by the engineer within the road reserve, shall be subject to the same condition as other stockpiled materials. Excess materials from windrows, in-situ milling or any detritus of material from road construction activities may not be swept off the road and left unless specifically instructed to do so in the contract drawing or under instruction from the engineer

In all cases, the engineer shall approve the areas for stockpiling and disposal of construction rubble before any operation commences and shall approve their clause only when they have been satisfactorily rehabilitated. (Read with COLTO Specification 3203 and 4306).

v) Blasting activities

Wherever blasting activity is required on the site (including quarries and/or borrow pits) the contractor shall rigorously adhere to the relevant statutes and regulations that control the use of explosives. In addition, the contractor shall, prior to any drilling of holes in preparation for blasting, supply the engineer with a locality plan of the blast site on which shall be shown the zones of influence of the ground and air shock-waves and expected limits of fly-rock. The plan shall show each dwelling, structure and service within the zones of influence and record all details of the dwellings/structures/services including existing positions, lengths and widths of cracks, as well as the condition of doors, windows, roofing, wells, boreholes etc. The contractor, alone, shall be responsible for any costs that can be attributed to blasting activities, including the collection of fly-rock from adjacent lands and fields. The submission of such a plan shall not in any way absolve the contractor from his responsibilities in this regard. The contractor shall also indicate to the engineer the manner in which he intends to advertise to the adjacent communities and/or road users the times and delays to be expected for each individual blast.

i) Batching sites

Asphalt plants are considered scheduled processes listed in the second schedule to the Atmospheric Pollution Prevention Act, 1965 (Act No. 45 of 1965). Should the use of an asphalt plant be considered on site, the contractor shall be responsible to obtain the necessary permit from the Department of Environmental Affairs and Tourism, regardless of where they are sited.

Crushing plants and concrete batching plants, whether sited inside or outside of defined quarry or borrow pit areas, shall be subject to the requirements of the Department of Minerals and Energy legislation as well as the applicable industrial legislation that governs gas and dust emissions into the atmosphere. Such sites will be the subject of regular inspections by the relevant authorities during the life of the project. In addition, the selection, entry onto, operation, maintenance, closure and rehabilitation of such sites shall be the same as for those under section C1008(h)(iii), with the exception that the contractor shall provide additional measures to prevent, contain and rehabilitate against environmental damage from toxic/hazardous substances. In this regard the contractor shall provide plans that take into account such additional measures as concrete floors, bunded storage facilities, linings to drainage channels and settlement dams. Ultimate approval of these measures shall be from the relevant national authority, as shall approval of closure. The engineer will assist the contractor in his submissions to the relevant authority.

Effluent from concrete batch plants and crusher plants shall be treated in a suitable designated sedimentation dam to the legally required standards to prevent surface and groundwater pollution. The designs of such a facility should be submitted to the engineer for approval.

The contractor shall invite the relevant department to inspect the site within 2 months after any plant is commissioned and at regular intervals thereafter, not exceeding 12 months apart

j) Spillages

Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and tar or bituminous products. In the event of a spillage, the contractor shall be liable to arrange for professional service providers to clear the affected area.

Responsibility for spill treatment lies with the contractor. The individual responsible for, or who discovers a hazardous waste spill must report the incident to his/her DEO or to the engineer. The Designated Environmental Officer will assess the situation in consultation with the engineer and act as required. In all cases, the immediate response shall be to contain the spill. The exact treatment of polluted soil / water shall be determined by the contractor in consultation with the DEO and the engineer. Areas cleared of hazardous waste shall be re-vegetated according to the **engineer's instructions**

Should water downstream of the spill be polluted, and fauna and flora show signs of deterioration or death, specialist hydrological or ecological advice will be sought for appropriate treatment and remedial procedures to be followed. The requirement for such input shall be agreed with the **engineer**. **The costs of containment and rehabilitation shall be for the contractor's account**, including the costs of specialist input.

k) Areas of Specific Importance

Any area, as determined and identified within the project document as sensitive or of special interest within the site shall be treated according to the express instructions contained in these specifications or the approved EMP. The contractor may offer alternative solutions to the engineer in writing should he consider that construction will be affected in any way by the hindrance of the designated sensitive area or feature. However, the overriding principle is that such defined areas requiring protection shall not be changed. Every effort to identify such areas within the site will have been made prior to the project going out to tender. The discovery of other sites with archaeological or historical interest that have not been identified shall require ad hoc treatment.

i) Archaeological Sites

If an artefact on site is uncovered, work in the immediate vicinity shall be stopped immediately. The contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the engineer of such discovery. The South African Heritage Research Agency (SAHRA) is to be contacted who will appoint an archaeological consultant. Work may only resume once clearance is given in writing by the archaeologist. (Read with COLTO General Condition of Contract Subclause 4.24 as amended by Particular Condition).

ii) Graves and middens

If a grave or midden is uncovered on site, or discovered before the commencement of work, then all work in the immediate vicinity of the graves/middens shall be stopped and the engineer informed of the discovery. SAHRA should be contacted and in the case of graves, arrangements made for an undertaker to carry out exhumation and reburial. The Employer will be responsible for attempts to contact family of the deceased and for the site where the exhumed remains can be re-interred. (Read with COLTO General Conditions of Contract Sub-clause 4.24 as amended by Particular Condition).

l) Noise Control

The contractor shall endeavour to keep noise generating activities to a minimum. Noises that could cause a major disturbance, for instance blasting and crushing activities, should only be carried out during daylight hours. Compliance with the appropriate legislation with respect to noise, shall be mandatory.

Should noise generating activities have to occur at night the people in the vicinity of the drilling shall be warned about the noise well in advance and the activities kept to a minimum.

m) Dust Control

Dust caused by strong winds shall be controlled by means of water spray vehicles. Dust omission from batching plants shall be subject to the relevant legislation and shall be the subject of inspection by the relevant office of the Department of Minerals and Energy.

n) Alien Vegetation

The contractor shall be held responsible for the removal of alien vegetation within the road reserve disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for or from road construction has been stored temporarily or otherwise within the road reserve. This responsibility shall extend for the duration of the defects notification period.

### C3.4.3.2.9. RECORD KEEPING

The engineer and the DEO will continuously monitor the contractor's adherence to the approved impact prevention procedures and the engineer shall issue to the contractor a notice of non-compliance whenever transgressions are observed. The DEO should document the nature and magnitude of the non-compliance in a designated register, the action taken to discontinue the non-compliance, the action taken to mitigate its effects and the results of the actions. The non-compliance shall be documented and reported to the engineer in the monthly report.

Copies of any record of decision or EMP's for specific borrow pits or quarries used on the project shall be kept on site and made available for inspection by visiting officials from the employer or relevant environmental departments.

### C3.4.3.2.10. COMPLIANCE AND PENALTIES

The contractor shall act immediately when such notice of non-compliance is received and correct whatever is the cause for the issuing of the notice. Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a dedicated register and the response noted with the date and action taken. This record shall be submitted with the monthly reports and a verbal report given at the monthly site meetings.

Any avoidable non-compliance with the above-mentioned measures shall be considered sufficient ground for the imposition of a penalty

The following penalties shall apply for environmental violations:

a) Unnecessary removal or damage to trees

- |   |   |                  |
|---|---|------------------|
| • 2600mm girth or less                            | : | R 5 000 per tree |
| • Greater than 2600mm, but less than 6180mm girth | : | R10 000 per tree |
| • Greater than 6180mm girth                       | : | R30 000 per tree |

b) Serious violations:

- |  |   |                               |
|--|---|-------------------------------|
| • Hazardous chemical/oil spill and/or dumping in non-approved sites.         | : | R10 000 per incident          |
| • General damage to sensitive environments.                                  | : | R 5 000 per incident          |
| • Damage to cultural and historical sites.                                   | : | R 5 000 per incident          |
| • Uncontrolled/unmanaged erosion (plus rehabilitation at contractor's cost). | : | R1 000 to R5 000 per incident |
| • Unauthorised blasting activities.  | : | R 5 000 per incident          |
| • Pollution of water sources.  | : | R 10 000 per incident         |

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final.

**c) Less serious violations:**

• Littering on site.	:	R1 000 per incident
• Lighting of illegal fires on site.	:	R1 000 per incident
• Persistent or un-repaired fuel and oil leaks.	:	R1 000 per incident
• Excess dust or excess noise emanating from site.	:	R1 000 per incident
• Dumping of milled material in side drains or on grassed areas:		R1 000 per incident
• Possession or use of intoxicating substances on site. :		R 500 per incident
• Any vehicles being driven in excess of designated speed limits.	:	R 500 per incident
• Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife.	:	R2 000 per incident
• Illegal hunting.	:	R2 000 per incident
• Urination and defecation anywhere except in designated areas.	:	R 500 per incident

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

**C3.4.3.2.11. MEASUREMENT AND PAYMENT**

The cost of complying to this specification shall be deemed to be included in the rates tendered for this project.

Item	Unit
<b>B100.01</b> <b>Penalty for unnecessary removal or damage to trees</b> for the following diameter sizes	
(a) 2600mm girth or less	number (No)
(b) Greater than 2600mm, but less than 6180mm girth	number (No)
(c) Greater than 6180mm girth	number (No)

The unit of measurement shall be the number of trees by diameter size removed unnecessary or damaged. The penalty rates applied shall be those stated in clause C3.5.2.10.

Item	Unit
<b>B100.02</b> <b>Penalty for serious violations</b>	
(a) Hazardous chemical/oil spill and/or dumping in non-approved sites	number (No)
(b) General damage to sensitive environments	
(c) Damage to cultural and historical sites	number (No)
(d) Pollution of water sources	number (No)
(e) Unauthorised blasting activities	number (No)



- (f) Uncontrolled/unmanaged erosion  
per incident, depending on environment impacts, plus  
rehabilitation at contractor's cost) number (No)

The unit of measurement for B100.02 (a) to (f) shall be the number of serious violation incidents.  
The penalty rates to be applied shall be those stated in clause C3.5.2.10.

Item	Unit
<b>B100.03</b>	<b>Penalty for less serious violations</b>
• Littering on site	number (No)
• Lighting of illegal fires on site	number (No)
• Persistent or un-repaired fuel and oil leaks	number (No)
• Excess dust or excess noise emanating from site	number (No)
• Dumping of milled material in side drains or on grassed areas	number (No)
• Possession or use of intoxicating substances on site	number (No)
• Any vehicles being driven in excess of designated speed limits	number (No)
• Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife	number (No)
• Illegal hunting	number (No)
• Urination and defecation anywhere except in designated areas	number (No)

The unit of measurement shall be the number of less serious violation incidents. The penalty rates applied shall be those stated in clause C3.5.2.10.

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

**Table 1: Mechanisms that Cause Environmental Impacts during Construction Activities**

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
1300	Camp Establishment	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1400	Housing, Offices and laboratories	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1500	Accommodation of Traffic	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1600	Overhaul	Spillage Storage Noise/lights Dust control Exhaust fumes	Turning circles Parking areas	Restrict access to sensitive areas	Protection of indigenous vegetation Preserve topsoil	

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
		Washing waste				
1700	Clearing and grubbing	Waste treatment Hazardous waste Water supply Noise /lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Protection of indigenous vegetation Preserve topsoil	
2100 2400	- Drainage	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3100	Borrow pits	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3200	Stockpiling	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3300	Mass Earthworks	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	

**THULAMELA LOCAL MUNICIPALITY**  
**CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGWE MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE**

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
3400 3900	Pavement layers	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
4100	Asphalt works / sealing operations	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control Smoke control Storage of materials	Selection of site Preserve indigenous vegetation Preserve topsoil Turning circles Parking areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil	
5000	Ancillary roadworks	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
6000	Structures	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
7000	Concrete pavements etc	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	

### **C3.4.3.3 PROVISION OF STRUCTURED TRAINING**

#### **CONTENTS**

- C3.4.3.3.1 SCOPE
- C3.4.3.3.2 GENERIC TRAINING
- C3.4.3.3.3 ENTREPRENEURIAL SKILLS TRAINING
- C3.4.3.3.4 MEASUREMENT AND PAYMENT

#### **C3.4.3.3.1 SCOPE**

This specification covers the requirements for the provision of structured training to be arranged by the contractor over the period of this contract.

#### **C3.4.3.3.2 GENERIC TRAINING**

C3.4.3.3.2.1 The contractor shall, from the commencement of the contract, implement a structured progressive training programme.

C3.4.3.3.2.2 Training shall be at or by an approved accredited organisation and shall be delivered by suitably qualified and experienced trainers.

C3.4.3.3.2.3 The contractor shall be responsible for the provision of everything necessary for the delivery of the generic training programme, including the following:

- (a) A suitable venue with sufficient furniture, lighting and power.
- (b) All necessary stationery consumables and study material.
- (c) Transport of the students (as necessary).

C3.4.3.3.2.4 Generic training courses shall commence within one month of possession of site and be completed before the end of the contract period. The Training Schedule should form part of the section 12 programme to be approved by the Engineer at the start of the project.

C3.4.3.3.2.5 The contractor's training programme shall be subject to the approval of Thulamela Local Municipality and the contractor shall if so instructed by Thulamela Local Municipality alter or amend the programme and course content if a need is identified once the contract commences.

C3.4.3.3.2.6 The contractor shall keep comprehensive records of the training given to each student and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each student shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form is illustrated in Part C5 of this document (form RDP 11 (E))

#### **C3.4.3.3.3 ENTREPRENEURIAL SKILLS TRAINING**

C3.4.3.3.3.1 Small contractors, subcontractors and the Project Steering Committee (PSC) will be entitled to receive a structured training programme, which will comprise both management skills as well as business development skills.

C3.4.3.3.3.2 The contractor shall closely monitor the performance of all small subcontractors in the execution of their contracts and shall identify all such subcontractors who, in his opinion, display the potential to benefit from structured training as may be provided for

in the contract and where required by the engineer, shall make recommendations in this regard. The final list of candidates will be decided between the contractor and the engineer.

C3.4.3.3.3.3 The training will be delivered by trainers who are accredited by the Civil Engineering Training Scheme (CEITS) or other institutions recognised by the Department of Labour. Accredited training refers to both the trainers as well as to the training material.

C3.4.3.3.3.4 The contractor shall facilitate in the delivery thereof, by instructing and motivating the subcontractor regarding attendance and participation therein.

C3.4.3.3.3.5 The contractor shall further make all reasonable efforts to co-ordinate the programming of the subcontractor's work with that of the delivery of the structured training.

C3.4.3.3.3.7 The contractor shall be responsible for the provision of everything necessary for the delivery of the entrepreneurial training programme, including the following:

- (a) A suitably furnished venue (if required) with lighting and power.
- (b) All necessary consumables, stationery and study material.
- (c) Transport of the subcontractors (as necessary).

C3.4.3.3.3.7 All entrepreneurial training shall take place within normal working hours.

C3.4.3.3.3.8 The contractor's training programme shall be subject to the approval of Thulamela Local Municipality and the contractor shall if so instructed by Thulamela Local Municipality alter or amend the programme and course content if a need is identified once the contract commences.

C3.4.3.3.3.10 The contractor shall keep comprehensive records of the training given to each subcontractor and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each subcontractor shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form to be used is illustrated in Part C5 of this document, (form RDP 12 (E)).

#### C3.4.3.3.4 MEASUREMENT AND PAYMENT

<u>ITEM</u>	<u>UNIT</u>
C12.05 Provision for accredited training	
(a) Generic skills	Provisional sum
(b) Entrepreneurial skills	Provisional sum
(c) Handling cost and profit in respect of sub-item C12.05(a) and (b) above	percentage (%)
(d) Training venue (only if required)	lump sum

The prime cost sums are provided to cover the actual costs (including wages and the daily PSC reimbursement) for attendance of accredited training courses as agreed with the engineer and shall be expended in accordance with the provisions of sub-clause 48(2) of the general conditions of contract. The tendered percentage in sub-item C12.05 (c) is a percentage of the amount actually spent under sub-items C12.05(a) and (b) which shall include full compensation for the contractor's handling cost, profit, mentoring, record keeping, reporting and all of her costs in connection therewith.

The lump sum tendered for C12.05(d) shall include full compensation for the provision of the training venue, for all necessary lighting, power, furniture, stationery, consumables and study material and for transportation of the students to and from the training venue.

Payment of the lump sum will be made after the provision of all the accredit training, issuing of all certificates and submission of all records as specified in the document.



### **C3.4.3.4 PROVISION OF THE TEMPORARY WORKFORCE**

#### **CONTENTS**

##### **C3.4.3.4.1 SCOPE**

##### **C3.4.3.4.2 INTERPRETATIONS**

##### **C3.4.3.4.3 PERMITTED SOURCES OF TEMPORARY WORKERS**

##### **C3.4.3.4.4 EMPLOYMENT RECORDS TO BE PROVIDED**

##### **C3.4.3.4.5 VARIATIONS IN WORKER PRODUCTION RATES**

##### **C3.4.3.4.6 TRAINING OF THE TEMPORARY WORKFORCE**

##### **C3.4.3.4.7 RECRUITMENT AND SELECTION PROCEDURES**

##### **C3.4.3.4.8 TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE**

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##### **C3.4.3.4.10 THE SUBCONTRACTORS' WORKFORCES**

##### **C3.4.3.4.11 MEASUREMENT AND PAYMENT**

##### **C3.4.3.4.1 SCOPE**

This Specification covers the provisions and requirements relating to the provision of the temporary workforce. Reference is also made to the Basic Conditions of Employment Act (Act 75 of 1997) with specific reference to the Sectoral Determination 2: Civil Engineering Sector

##### **C3.4.3.4.2 INTERPRETATIONS**

##### **C3.4.3.4.2.1 Supporting documents**

The Tender Rules, Conditions of Contract, Standard and Project Specifications, Drawings and statutory minimum requirements relating to the employment and remuneration of labour shall *inter alia* be read in conjunction with this Specification.

##### **C3.4.3.4.2.1.2 Definitions and abbreviations**

For the purposes of this specification, the definitions given in the Conditions of Contract, the Standard Specifications and the Project Specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

- (a) "Key Personnel" means all contracts managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators, artisans and the like, and all other personnel in the permanent employ of the Contractor or Subcontractor who possess special skills and/or who play key roles in the Contractor's or Subcontractor's operation
- (b) "Project Committee" means a committee consisting of the Employer, the Engineer, the Contractor, (or their nominated representatives) as well as representatives of the temporary workforce, which is convened from time to time at the discretion of the Engineer, for the purposes of acting as an avenue for effective communication and liaison between all the parties referred to, in all matters pertaining to the Contract

- (c) "Subcontractor" means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Contractor, to whom specific portions or aspects of the Works are sublet or subcontracted by the Contractor in accordance with the provisions of the Contract
- (d) "Worker" for the purposes of this Specification means any person, not being one of the Contractor's key personnel, nor any key personnel of any Subcontractor, who is engaged by the Contractor, a Subcontractor or the Employer to participate in the execution of any part of the Contract Works and shall include unskilled labour, semi-skilled and skilled labour, clerical workers and the like
- (e) "Workforce" means the aggregate body comprising all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all Subcontractors
- (f) ~~Project~~ ~~Committee~~ means a committee comprising mainly of representatives (to a maximum of 10) of the affected communities with additional members from Thulamela Local Municipality, the Contractor, Consultants and the Municipality. The PSC convenes at least once a month as well as when the need so dictates, for the purpose of recruiting labour for the project, to address community issues and for acting as an avenue for effective communication and liaison between all the parties.
- (g) "Liaison Officer" means a local representative of the temporary workforce, duly appointed through the PSC processes, to act on behalf of the workers and through whom all matters pertaining to the temporary workforce can be channelled.

#### C3.4.3.4.2.1.3 Status

Where any provisions or requirements of this Specification are in conflict with anything elsewhere set out in the Contract, the provisions and requirements of this Specification shall take precedence and prevail.

#### C3.4.3.4.3 PERMITTED SOURCES OF TEMPORARY WORKERS

The Contractor shall as far as possible make optimum use of the human resources outside his own workforce and the workforces of all subcontractors. The temporary workforce that is to be used in the execution of the Works in terms of Part C3 may consist of the workers of local communities, and shall not be bound to one particular community.

#### C3.4.3.4.4 EMPLOYMENT RECORDS TO BE PROVIDED

- (a) The Contractor shall maintain accurate and comprehensive records of all workers engaged on the Contract and shall provide the Engineer at monthly intervals from the commencement of the Contract, with interim records substantiating the actual numbers of employment opportunities that shall have been generated to date and the amounts actually paid in respect thereof. Such interim records shall be in a Thulamela Local Municipality approved format. An example of the forms to be used is illustrated in Part C5 of this document, (forms RDP 9 and 10 (E).
- (b) The Contractor shall, on completion of the Contract, and as a pre-requisite event to the release of any retention money in terms of the Conditions of Contract, provide the Engineer with copies of the Terms of Employment as well as independently audited documentary evidence of the total number of temporary and permanent employment opportunities actually generated during the Contract.

#### C3.4.3.4.5 VARIATIONS IN WORKER PRODUCTION RATES

Notwithstanding anything to the contrary as may be stated in or inferred from any other provision of this Contract, the Contractor shall not be entitled to any additional payment or compensation whatever, in respect of any differences as may result between the production rates actually

achieved by workers in the course of the execution of the Contract Works and those production rates on which he has based his tender.

#### C3.4.3.4.6 TRAINING OF THE TEMPORARY WORKFORCE

- (a) Selected members of the workforce are to be provided with structured training in accordance with the provisions of Part C3.4.3.3.
- (b) The Contractor shall make all necessary allowances in his programme of work to accommodate and facilitate the delivery of such structured training and shall comply fully with the requirements of Part C3.4.3.3.
- (c) The provision of structured training as described in Part C3.4.3.3. shall not relieve the Contractor of any of his obligations in terms of the Conditions of Contract and the Contractor shall remain fully liable for the provision, at his own cost, of all training of the workforce, additional to that as provided for in Part C3.4.3.3, as may be necessary to achieve the execution and completion of the works strictly in accordance with the provisions of the Contract.

#### C3.4.3.4.7 RECRUITMENT AND SELECTION PROCEDURES

C3.4.3.4.7.1 The Project Steering Committee, through the assistance of the Social Facilitator and the Contractor, shall be responsible for the recruitment and selection of the Community Liaison Officer and the workers to constitute the temporary workforce.

C3.4.3.4.7.2 The Contractor shall advise the Engineer in writing of the numbers of each category of temporary worker which he requires, together with the personal attributes which he considers desirable that each category of worker shall possess (taking due cognisance of the provisions of the Contract relating to training).

C3.4.3.4.7.3 The Social Facilitator shall take the necessary actions to advertise within the affected local communities comprising the personnel resources, the fact that temporary employment opportunities exist and the time and place where recruiting will occur

C3.4.3.4.7.4 The Social Facilitator shall record in writing, the details of all persons applying for employment, including *inter alia*:

- (a) Name, Identity Number, Date of Birth, age and sex
- (b) Marital status and number of dependants
- (c) Qualifications and previous work experience (whether substantiated or not)
- (d) On the job training programmes attended
- (e) Period since last economically active
- (f) Preference for type of work or task.

C3.4.3.4.7.5 The selection of workers from amongst the applicants should take into cognizance the Contractor's requirements for the workforce and the provisions of the contract in regard to the provision of training to the workforce and in accordance with the following principle:

- (a) No potential temporary worker shall be precluded from being employed by the Contractor on the execution of the Works, by virtue of his lack of skill in any suitable operation forming part of the Works, unless -
  - (i) all available vacancies have been or can be filled by temporary workers who already possess suitable skills, or

- (ii) the Time for Completion allowed in the Contract, or the remaining portion of the Contract Period (as the case may be) is insufficient to facilitate the creation of the necessary skills.
- (b) Preference shall be given to the unemployed and single heads of households.
- (c) The Contractor shall, in so far as is reasonably practicable, give priority to accommodating the applicants' expressed preferences regarding the types of work for which they are selected.
- (d) The selection process shall not be prejudicial to youth (over the age of fifteen years) and women. The Contractor should strive to achieve the participation target for employment set for this project which is 60% female and 20% youth.

C3.4.3.4.7.6 After making the selection, the Social Facilitator shall forward the list in writing and without undue delay, to the Engineer for record keeping.

C3.4.3.4.7.7 The provisions of this clause shall apply *mutatis mutandis* in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time during the Contract.

C3.4.3.4.7.8 The Contractor shall, after appointing his temporary workforce, arrange at his own cost for the appointment of the Liaison Officer as representative of the workforce to act on their behalf with regards to all matters pertaining to the workforce.

#### C3.4.3.4.8 TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE

C3.4.3.4.8.1 All temporary workers engaged in accordance with the provisions of Part A of the Project Specifications, shall be employed on the terms and conditions of employment as are consistent with those as set out in this Contract. The Contractor shall implement and adhere strictly to such terms and conditions relating to the employment of the temporary workforce, and subject only to the provisions of this Contract, shall not employ any temporary worker on terms and conditions which are less favourable to the worker or inconsistent with the standards and norms generally applicable to temporary workers in the Civil Engineering Industry and applicable to the particular area. Refer to the Contract of Employment drafted/published by Department of Labour.

C3.4.3.4.8.2 RATE OF REMUNERATION. The Contractor shall pay to all workers engaged in terms of the contract, not less than the applicable gazetted minimum rate of remuneration in terms of the Sectorial Determination 2: Civil Engineering Sector.

The remuneration of the CLO shall be paid monthly at the rate equivalent to Task Grade 3 in accordance with the provisions of the Basic Conditions of Employment Act, No. 75 of 1997, Amendment i.t.o Sectorial Determination 2: Civil Engineering Sector, South Africa

Compensation for transport for the members of the Project Steering Committee shall be made at a rate of R75 / month. This will cover for transport cost to and from the PSC meeting, site meeting and any other meeting deemed necessary to fulfil their obligations.

C3.4.3.4.8.3 NON-PAYMENT OF LABOURERS. Under this contract it is expected of the Main Contractor to ensure that all labourers are paid in time on a monthly basis, whether they are employed by him/her directly or by any of his/her subcontractors. In the event of non-compliance, the employer reserves the right to use any remedies available at its disposal.

#### C3.4.3.4.9 LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES

C3.4.3.4.9.1 The Contractor, as the Employer of the workforce, shall be fully responsible for the establishment and maintenance at his own cost, of satisfactory labour relations on site and the resolution of all grievances of temporary workers as may occur. Refer to Disciplinary Procedures for Small Business drafted/published by Department of Labour.

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C3.4.3.4.9.2 The Contractor shall at all times adhere to the accepted norms and standards of labour relations prevailing generally in the Civil Engineering Construction Industry and shall conduct himself in a fair and reasonable manner, within the constraints as may be imposed upon him by the terms of the Contract.

C3.4.3.4.9.3 In the event of any temporary worker engaged by the Contractor in terms of the Contract, being aggrieved with regard to his Terms of Employment, working conditions and

training, he shall have the right, at his discretion, to be supported in any inquiry or disciplinary hearing or investigation instituted by the Contractor in terms of Subclause C3.4.3.4.9.2 above, by one member of the temporary workforce and one member of the Project Committee, which persons shall be nominated by the worker.

C3.4.3.4.9.4 In the event of any grievance not being satisfactorily resolved through the application of normal dispute resolution procedures in accordance with Sub clauses C3.4.3.4.9.2 and C3.4.3.4.9.3, then either the Contractor or the worker concerned may require that the matter be referred to the Project Committee for further consideration, with a view to facilitate the resolution thereof.

#### **C3.4.3.4.10 THE SUBCONTRACTORS' WORKFORCES**

C3.4.3.4.10.1 The provisions of this Part C shall apply *mutatis mutandis* to the workforces employed by all subcontractors engaged by the Contractor and the Contractor shall be fully responsible for ensuring, at his own cost, that the terms of every subcontract agreement entered into are such as to facilitate the application of these provisions in respect of the workforces of all subcontractors.

C3.4.3.4.10.2 The Contractor shall at his own cost and to the extent necessary, assist and monitor all subcontractors in the application of the provisions of this Specification, and shall, in terms of the Conditions of Contract, remain fully liable in respect of the acts, omissions and neglects of all subcontractors, in respect of the application of the provisions of this Specification.

#### **C3.4.3.4.11 MEASUREMENT AND PAYMENT**

The Contractor will not be separately reimbursed or compensated in respect of the provision of the workforce and creation of temporary employment opportunities and all the Contractor's costs associated with compliance with the provisions of this part of the Project Specifications shall, except to the extent provided for in Part C3.4.3.3. as relevant, be deemed to be included in the rates tendered for the various items of work listed in the Schedule of Quantities.

### **C3.5 MANAGEMENT**

#### **C3.5.1 MANAGEMENT MEETINGS**

The following meetings will be required as minimum for the management of the contract.

- (a) Monthly client site meeting (using standard agenda for management control).
- (b) Technical meetings as required for each phase of the work.
- (c) Monthly safety meetings in terms of the OHS requirements.
- (d) Weekly progress meetings

#### **C3.5.2 QUALITY CONTROL**

Contractor to supply details of quality plan and procedures. These shall include:

- Accommodation of traffic.
- Inspection and test plans.
- Approval process.
- Hold-points.
- Milestones.

## PART C4: SITE INFORMATION

C4.1	SITE INFORMATION .....	C.218
C4.2	LOCALITY PLAN .....	C.220

## **C4.1 SITE INFORMATION**

### **C4.1.1 General**

The study area for this investigation is in the North-eastern portions of the Limpopo Province of South Africa. On a more localised scale, the study area is located at five different locations: Tshilapfene, Thengwe Mapate, Gondeni Sterkstroom, Tshikambe Villages, and Ngovhela Village. These locations have been strategically selected to maximize community impact and provide accessible sports and recreational facilities to residents across different areas.

### **C4.1.2 Climate and Weather**

The area receives about 752 mm of rain per year, with most rainfall occurring during summer. It receives the lowest rainfall (4 mm) in June and the highest (154 mm) in January. The average midday temperatures for Thohoyandou range from 22.9°C in June to 30.3°C in January. The region is the coldest during July when the mercury drops to 7.5°C on average during the night.

### **C4.1.3 Topography**

The study area is situated on the Southern edge of the Soutpansberg Mountain Range. The Soutpansberg is characterised by highly undulating surface topography, with steep southern scarp slopes, in combination with shallower northern dip slopes. The change or difference in slope morphology can be attributed to the Northerly dipping strata of the Soutpansberg group, in conjunction with regional erosional processes.

### **C4.1.4 Material site investigation**

- **Tshilapfene**

The proposed site for the Tshilapfene Sports Facility is predominantly underlain by loose red clay soils, which present poor to moderate subgrade strength. DCP testing confirms penetration depths exceeding 1.07 meters with approximately 55 blows, indicating moderate resistance but inadequate load-bearing characteristics, particularly in the upper 375–500 mm.

- **Thengwe Mapate**

The site at Thengwe Mapate is underlain by loose, medium- to fine-grained alluvial sands, with variable strength across the soil profile. Dynamic Cone Penetrometer (DCP) test results indicate that the upper layer (0–380 mm) provides moderate bearing capacity, while deeper layers (380–970 mm) exhibit low CBR values (<20%), signifying weak subgrade conditions that may compromise the structural performance of a combo court if left untreated.

- **Gondeni Sterkstroom**

The site is predominantly underlain by clayey sand, described as dry, light to dark brown, loose to medium-dense, intact, transported soils. Dynamic Cone Penetrometer (DCP) testing at three locations (DCP1–DCP3) revealed variable



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subgrade strength, with CBR values ranging from 7% to 30%. Strength is generally higher in the upper 400–500 mm, with a noticeable decline in bearing capacity at greater depths.

- **Tshikambe**

The site is underlain by clayey sand, described as dry, dark brown, loose to medium-dense, intact, transported soils. Dynamic Cone Penetrometer (DCP) testing confirms a subgrade profile extending to a depth of approximately 1070 mm, with California Bearing Ratio (CBR) values ranging from 10% to 28%.

- **Ngovhela**

The site is underlain by clayey sand, described as dry, loose to medium-dense, intact, transported soils. DCP testing at locations DCP1 to DCP3 reveals a consistent trend of decreasing CBR values with depth, indicating a reduction in subgrade strength in the lower layers.

**C4.1.5 Pavement and layerworks design**

- Roadbed (G8, 150mm thick, compacted to 93% Mod AASHTO)
- 150mm thick G5, compacted to 95% Mod AASHTO)
- 75 mm G2 Crushed Stone base
- 

**C4.1.6 Structures**

None.

**C4.1.6 Services**

**Water Pipelines and Sewerlines:**

**The as-built drawings for existing water pipelines are not available.** Where pipes are crossing the streets, pipe sleeves will be constructed for future maintenance.

**Electricity Lines:**

The streets consist of overhead electrical cables. Electrical pole which are on the road will be relocated where necessary. The underground cables will be marked and care will be taken when excavating.

**Fences:**

Fences which are encroaching to the streets will be relocated. The social consultant will be involved to negotiate with the landowners for the expropriation of land.

**Telkom lines**

All Telkom lines are overheads. Telephone poles or stay found to be on the road will be relocated.

**Graves**

There are 5 graves at Tshilapfene that were identified.

## **C4.2 LOCALITY PLAN**

Locality Map is attached under separate book of drawings ”

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## PART C5: ANNEXURES

C5.1	PROFORMA DOCUMENTS .....	C.222
C5.2	CONTRACT DRAWINGS .....	C.226
C5.3	GOVERNMENT PROCUREMENT : GENERAL CONDITION OF CONTRACT- JULY 2010 .....	C.230

## C5.1 PROFORMA DOCUMENTS

The following is a list of proforma documents and examples that are required to be completed by the successful tenderer.

C5.1.1 RETENTION MONEY GUARANTEE PROFORMA.....C.223

C5.1.2 MUNICIPALITY HEALTH AND SAFETY SPECIFICATION.....C.225

## C5.1.1 RETENTION MONEY GUARANTEE PROFORMA

### EXAMPLE

**THULAMELA LOCAL MUNICIPALITY**  
**Private Bag x 5066**  
**Thohoyandou**  
**0950**

FOR INFORMATION ONLY:

This Guarantee is not to be  
completed and signed by the  
Guarantor.

A separate form will be issued  
to the successful Tenderer

### Notes to Tenderer

1. **This pro forma is for information only. The successful tenderer's guarantor will need to reproduce it without amendment, omission or addition for completion and lodgement with the Employer.**
2. **The tenderer's guarantee will have to be on letterheads indicating the contact details of the guarantor, shareholders/board of directors, guarantee number and the company registration number.**

**Bid No.: 02/2023/2024**

### **CONSTRUCTION OF TSHILAPFENE SPORT FACILITY AND CONSTRUCTION OF COMBO COURTS AT THENGW MAPATE, GONDENI STERKSTROOM AND TSHIKAMBE VILLAGES ALSO INCLUDING INSTALLATION OF OUTDOOR GYM AT NGOVHELA VILLAGE**

The guarantee is issued on behalf of .....

Registration No .....

(hereinafter referred to as "the Contractor") in connection with the above mentioned contract (hereinafter referred to as "the Contract").

Whereas you have agreed that the Contractor may provide a guarantee in lieu of the retention monies provided for under the Contract.

Now therefore we, the undersigned, being duly authorised to represent the .....

.....

(full name of guarantor) registration number .....

undertake to pay you such amounts as you may from time to time demand from us, immediately upon receipt of a written demand from you.

1. Each demand shall be in writing and delivered to us at ..... or such other address as we shall in writing notify to you.
2. Our liability to make the payments herein referred to shall be unconditional and not be affected or diminished by any disputes, claims or counterclaims between you and the Contractor.
3. Our aggregate liability under this guarantee is limited to ..... (R.....) and is restricted to payment of monies only.
4. This guarantee shall expire on the date on which the last of the retention monies,

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which but for this guarantee would have been retained by you, becomes payable to the Contractor.

5. This guarantee is neither negotiable nor transferable and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 4 (above), whichever is the earlier.

Signed at .....for and on behalf of .....

on this the ..... day of ..... in the year .....

GUARANTOR: .....

AS WITNESS:

1. .... 2. ....

NAME(Print): ..... NAME(Print): .....

ADDRESS ..... ADDRESS .....

.....

.....

## **C5.1.2      MUNICIPALITY HEALTH AND SAFETY SPECIFICATION**



# ***THULAMELA MUNICIPALITY***

## **HEALTH AND SAFETY SPECIFICATION**

### **1. Introduction**

In terms of the Construction Regulation, 2003 4 (1) (a) of the Occupational Health and Safety Act, No. 85 of 1993, THULAMELA MUNICIPALITY, refer as the Client, is required to compile a Health & Safety specification for any intended project and provide such specification to any prospective tenderer.

The specification has as objective to ensure that Principal Constructors entering into a Contract with THULAMELA MUNICIPALITY achieve an acceptable level of compliance in terms Occupational Health & Safety performance. This document forms an integral part of the Contract and/or Suppliers.

Compliance with this document doesn't absolve the Principal Contractor from complying with minimum legal requirements and the Principal Contractor remains responsible for the Health and Safety of his employees and for his or here mandatories unless the agreements has been reached in terms of section 37(2) of the Occupational Health and Safety Act, 1993.

The following legislations have been considered:

1. National Environmental Management Act No. 107 of 1998
  - 1.1 National Environment Management: Air Quality Act, 39 of 2004
2. Occupational Health and Safety Act No. 85 of 1993
  - 2.1 Construction Regulations, 2003
  - 2.2 Asbestosis Regulations, 2001
  - 2.3 General Administration Regulations, 2003
  - 2.4 Electrical Installation Regulations, 1992
  - 2.5 Noise-Induced Hearing Loss Regulations, R307, 07 March 2003
  - 2.6 Environmental Regulations for Workplaces, R2281, 16 October 1987
3. Employment Equity Act No. 55 of 1998
  - 3.1 Employment Equity Policy
4. Compensations for Occupational Injuries and diseases Act No. 130 of 1993
5. National Health Act No. 61 of 2003
6. Amendment- Compensation for Occupational Injuries and Diseases Act 1997
7. ISO Standards including SABS or SANS Code of Practice

**FORM OF AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993**

THIS AGREEMENT made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ between THULAMELA MUNICIPALITY (hereinafter) called "the client" of the one part, herein represented by \_\_\_\_\_ in his capacity as \_\_\_\_\_ and delegate of the employer in terms of the employer's standard powers of delegation pursuant to the provision of the Act and \_\_\_\_\_ (hereinafter called "the mandatory") of the other part, herein represented by \_\_\_\_\_ as \_\_\_\_\_ and as being duly authorized by virtue of resolution.

WHEREAS the Employer is desirous that certain works be constructed, viz. \_\_\_\_\_ and has accepted a tender by the Mandatory for the construction, completion and maintenance of such works and whereas the Client and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act 1993 (Act No. 85 of 1993)

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. The mandatory declares himself to be conversant with the following:
  - a) All the requirements, regulations and standards of the Act hereinafter together with its amendments.
  - b) The procedures and safety rules of the Client as pertaining to the Mandatory and all his sub-contractors
2. In addition to all requirements, the Mandatory agrees to execute all the works forming part of this contract and to operate and utilize all machinery, plant and equipment in accordance with the Act.
3. The Mandatory is responsible for the compliance with the Act by all his sub-contractors, whether or selected and/or approved by the Client.
4. The Mandatory warrants that all his Occupational Injuries and Diseases Act 1993 which covers shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Client upon signature of the agreement.
5. The mandatory undertakes to ensure that he/she and/or subcontractors and/or their respective employees will at all times comply with the following conditions:
  - a) The mandatory shall assume the responsibility in terms of section 16.1 of the Act. The Mandatory shall not delegate any duty in terms of section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2, a copy of such written delegation shall immediately be forwarded to the Client.
  - b) All incidents referred to in the Act shall be reported by the Mandatory to the Department of Labour as well as to the Client. The Client will further be provided with copies of all written documentation relating to any incident (Occupational Health and Safety Act, 1993 and COIDA).
  - c) The Employer hereby obtains an interest in the issue of any formal enquiry and informal conducted in terms of sections 31 and 32 of the Act into any incident involving the Mandatory and/or his/her employees and/or his/her sub- contractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

**SIGNED FOR AND ON BEHALF OF THE CLIENT:** \_\_\_\_\_

**WITNESSES:** 1. \_\_\_\_\_ 2. \_\_\_\_\_

**NAME (IN CAPITAL)** 1. \_\_\_\_\_

2. \_\_\_\_\_

**SIGNED FOR AND ON BEHALF OF THE MANDATORY** \_\_\_\_\_

**WITNESSES:** 1. \_\_\_\_\_ 2. \_\_\_\_\_

**NAME (IN CAPITAL)** 1. \_\_\_\_\_

2. \_\_\_\_\_

## **Scope**

This specification details the Health & Safety requirements associated with the work.

## **INTERPRETATIONS**

Occupational Health and Safety Act, No 85 of 1993 shall apply to this Contract. The construction regulation promulgated on 18 July 2003 and incorporated into the said Act by Government Notice R1010, published in Government Gazette 25207 apply to any person involved in construction work. These regulations are hereinafter referred to as “the Construction Regulations” and the said Act

as “the Act”. Construction work is defined as:

Any work in connection with:

1. the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or similar structure;
2. the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
3. the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road sewer or water reticulation system or any similar civil engineering structure; or
4. the moving of earth, clearing of land, the making of an excavation, piling or any similar type of work.

## **GENERAL**

The Client will appoint the Contractor in writing for execution of the Works. The Contractor shall accept its appointment under the terms and conditions of the Contract. The Contractor shall sign and agree to those terms and conditions and shall before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3 of the Construction Regulations. The Contractor shall submit the notification in writing prior to commencement with work.

The Contractor shall ensure that is fully conversant with the requirements of this specification.

This specification is not intended to supersede the Act nor the Construction Regulations. Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the Contractor in terms of this Contract continue to be a legal requirement of the Contractor.

Should the Contractor at any stage in execution of the Works÷

- Fail to implement or maintain Client’s health and safety plan.
- Execute construction work which is not in accordance with Client’s health and safety specification. (check regulation 4(1)(e) of Construction Regulation ; or
- Act in any way which may pose a threat to the health and safety of persons.

The Client or the Engineer will, by written order, suspend the progress of the Works. The Contractor shall, during the suspension, properly protect the Works so far as is necessary.

The contractor shall, in submitting his tender, demonstrate that he has made provision

for the cost of compliance with the specified **Health and Safety** requirements, the Act and the Construction Regulations, all in terms of sub-clause 4(1) of the Construction Regulations. The costs of compliance shall clearly be demonstrated separately under the appropriate items of measurement, both under “fixed charge items” and “time related items”. The Contractor shall consistently demonstrate his competence and adequacy of resources to perform the duties imposed on the Contractor in terms of this Specification, the Act and the Construction Regulations.

The Contractor shall, throughout execution of the Contract, ensure that all conditions imposed on his sub-contractors in terms of the Act and Construction Regulations are complied with, as they were the Contractor.

## **GENERAL REQUIREMENTS**

### **Contract’s Health and Safety plan**

1. The Client shall provide and demonstrate to the Contractor, a suitable and sufficient documented health and safety plan based on the Specifications, the Act and the Construction Regulations, which shall be supplied from the date of commencement of and duration of execution of the Works.
2. The **health and safety plan** includes the following principles:
  - A proper risk assessment of the construction work
    - Pro-active identification of potential hazards and unsafe working conditions
    - Informing and/or training of employees in hazards and risk area.
    - Provision of a safe working environment and safety equipment
    - Ensure the safety of sub-contractors through the safety plans.
    - Monitoring the health and safety on the construction works on a regular basis.
    - Use of competent safety officers.
3. The health and safety plan will cover the following details:
  - 3.1 Method to ensure the approval, implementation and maintenance of all health and safety aspects regarding sub-contractors through the Contractor
  - 3.2 Supervision of construction work, with
    - Details of the construction supervisor as well as his appointed assistants
    - Details of the construction safety officer.
    - Details of the suitability and competency of the above persons regarding the health and safety aspects of the construction works.
    - Details of a proper risk assessment on which the health and safety plan is based.
    - Details of the design, management, responsibilities, procedures, work methods, commissioning, maintenance, and any other requirement necessary for the Contractor and Sub-contractor to work safely and in a healthy environment.
    - Ways in which all construction employees are informed, instructed and trained regarding hazards and related work procedures.
4. The Client will take reasonable steps to ensure that **health and safety plan** is implemented and maintained. The steps taken will include periodic audits and regular monitoring.

5. The Contractor shall ensure that a copy of this **Health and Safety plan** is kept in the site office for further references or when requested by the Client, an inspector, employee or sub-contractors.
6. Upon completion of the Works, the Contractor shall hand over a consolidated Health and Safety file to the Client.

### **Consultation, Communication and Liaison**

- Occupational Health and Safety Liaison between the Client, the principal Contractor, the other Contractors, the Designer and other concerned parties will be through the OH&S Representative/ committee. In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing as and when the need arises.
- Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S committee and their elected Trade Union Representatives, if any.
- The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors through the appointed Safety Officers.
- The Principal Contractor will be required to do Site Safety Walks with THULAMELA MUNICIPALITY at least on a basis to be determined between the two parties.
- The Principal and other Contractors will be required to conduct Toolbox Talks with their employees on weekly basis and records of these must be kept on the OH&S file. Employees must acknowledge the receipt of Toolbox Talks which record must, likewise be kept on the OH&S file.
- The Principal Contractors most senior manager on site may be required to attend all THULAMELA MUNICIPALITY OH&S meetings.

### **Training, Awareness and Competence**

The Principal Contractor is required to have a promotion and awareness scheme in place to create an OH&S culture in employees. The following are some of the methods that may be used:

- Toolbox Talks
- OH&S Posters
- Videos
- Competitions
- Suggestion schemes
- Participative activities such as OH&S circles.

### **HIV/AIDS Awareness Campaign**

The Principal Contractor will see to it that all the employees are made aware of HIV/AIDS; thus include preventive measures (by providing condoms) and encouraged them for voluntary testing and counseling.

### **Safety Health Environment and Quality Audit (SHEQ Audit)**

- THULAMELA MUNICIPALITY will be conducting a Monthly Audit to comply with Construction Regulation 4(1) (d) to ensure that the Principal Contractor has implemented and is maintaining the agreed and approved plan.
- THULAMELA MUNICIPALITY reserves the right to conduct other ad hoc audits

and inspections as deemed necessary. This will include Site Safety Walks.

- The Principal Contractor shall conduct his own monthly internal audits to verify compliance with his own OH&S Management system as well as of with this specification including mandatory (Read section 37(2) of Occupational Health and Safety Act, 1993.

### **Contractor's Construction Supervisor**

The Contractor shall appoint in writing a full-time construction supervisor with the duty of supervising construction of the Works (Construction Regulation 6(1) and 6(2)).

### **Contractor's Construction Safety Officer**

Before commencing with the Works, the Contractor shall designate in writing a competent Construction Safety Officer (CSO) who shall be acceptable to the Engineer, to represent and act for the Contractor. The Contractor shall inform the Engineer in writing of the name and address of the Contractor's CSO and of any subsequent changes in the name and address of the Officer, together with the scope and limitation of the CSO's authority to act on behalf of the Contractor. The Contractor's CSO shall make available to the Employer an all-hours telephone number at which the CSO can be contacted at any given time in the event of an emergency involving any of the Contractor's employees, or other persons at the Works.

## **Log Books**

The contractor shall keep the following log books and shall make them available to the Engineer on request:

- A record of the weekly inspection of first aid boxes.
- A record of the weekly inspection of ladders.
- A record of the weekly inspection of fire-fighting equipment.
- A record of the names and addresses of its employees who are registered as trained fire-fighting personnel and who are available on site for fire-fighting duties.
- A record of the monthly inspection of welding machines.
- A record of the monthly inspections of oxy-acetylene equipment.
- A record of the weekly inspections of scaffolding structure.
- A record of the monthly inspections of builder's hoist.
- A record of the monthly inspections of mobile and tower cranes.
- A record of the monthly inspections of lifting gear.
- A record of the inspections of electrical equipment.
- A record of the monthly tests of earth leakage units.

## **First Aid**

The Contractor shall appoint in writing, before commencing with the Works, a person(s) who is well trained in First Aid and being in a possession of a valid certificate of competency issued by an organization approved for the purposes by the Chief Inspector of the Department of Labour.

## **Safety Notice Board**

The Contractor shall provide a safety notice board where safety notices, site regulations concerning safe working practices and information on the location of the nearest first aid station, can be conspicuously displayed to its entire staff. The size of the notice board shall be at least (600 x 800) mm.

## **First Aid Equipment**

The contractor may provide for its employees a stretcher for emergencies and an approved first aid box. The first aid box shall be checked weekly by a responsible person, appointed by the Contractor and a record shall be kept of the contents. Any deficient medical supplies shall be promptly replenished by the Contractor. The said first aid box should be in compliance with regulation 3(2)(a) of General Administration Regulation.

## **Hazard Notices**

The Contractor shall display hazard notices in all areas where hazardous conditions prevail or may occur. (Warning notices)

## **Reporting of Incidents and/or injuries**

All incidents in respect of damage to Works, property or machinery, or injury to persons, shall be reported by the Contractor's Safety Officer or Site Representative to the Engineer by the quickest means possible. Thereafter should be reported in terms of section 24 of the Occupational Health and Safety Act to the Provincial Executive Manager of the Department of Labour jointly with the Compensation Commissioner in terms COIDA.



A mandatory incident report form, containing full details of the incident, shall be completed and submitted to the Engineer within twenty four (24) hours of the occurrence of the incident.

The Engineer shall have the right to make all or any enquiries as to the cause and result of any such incident. The Contractor shall provide the Engineer with full facilities for carrying out such enquiries.

**Good Housekeeping and Safety Policy**

The Contractor shall at all times carry out the Works in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. The Contractor shall take all precautions which are necessary and adequate to eliminate any conditions which contribute to the risk of injury to persons or damage to property. The Contractor shall continuously inspect all work, materials and equipment to discover and determine any such conditions and shall be solely responsible for the discovery, determination and elimination of such conditions.

During the period of this contract, the Contractor shall be responsible for the safe storage of all materials and equipment required for the execution of the Contract, and for disposal of all non-usable waste material in an orderly manner.

All materials, whether stored on the construction site or within the Contractor's designated area, shall be stored neatly and safely to prevent possible injury to any personnel. The material shall be stored to facilitate safe access to, and removal of the material from the storage area.

Any flammable material, such as paint, diesel fuel and oil, shall be stored in lockable no-combustible structures, which shall be clearly marked to indicate the hazardous nature of the materials stored within. The flammable materials stored shall be located in safe areas away from hazardous surroundings and adequate and suitable fire-fighting equipment shall be provided with easy reach of the materials stores and a "no smoking" sign should be displayed in that area.

**Toilets**

In terms of the National Building Regulations and Construction Regulation 28, the provision of Toilets is required. Chemical toilets are allowed instead of the water borne sewerage type. Toilets have to be provided at ratio of 1 toilet per 30 workers and a sign indicating to the recommendations made in the risk assessment.

**Exposed Danger Area**

All exposed danger area shall be demarcated by the Contractor with appropriate barrier tape and hazard notices to prevent unauthorized persons entering the danger area.

**Personal Protective Clothing**

The Contractor shall provide the necessary personal protective clothing for its employees in hazard areas, appropriate to the nature of the hazard.

**Hard Hats**

All employees of the Contractor shall wear hard hats in area where appropriate hazard notices are displayed. The Engineer shall have the right to ban certain colours if they are similar to the Employer's identifying colours. Hard hats shall not be painted or otherwise defaced.

**Eye Protection**

Suitable eye protection shall be worn in areas where appropriate hazard notices are displayed, or when grinding, chipping, breaking, drilling, arc-welding, cutting with

oxy-acetylene equipment or similar activities are taking place.

### **Hearing Protection**

Suitable hearing protection shall be worn in areas where appropriate hazard notices are displayed.

### **Foot Wear**

All employees of the Contractor shall wear undamaged, laced-up safety boots or safety shoes, suitable for the intended purpose, in prescribed areas where appropriate hazard notices are displayed.

### **Gloves**

All employees of the Contractor shall wear suitable protective gloves in areas where appropriate hazard notices are displayed, or when handling hot or hazardous materials or chemicals.

### **Overheard Power lines**

Regulations of the Electricity Supply Authority in connection with prohibition of operations in the vicinity of overhead power lines shall be observed by the Contractor at all times.

### **Machine Guarding**

All power tools and machinery driven by belts, gears, ropes, chains, couplings and similar drives shall be adequately guarded. The Contractor shall prohibit the use of any equipment with a damaged, missing or inadequate guard.

### **Prevention of Uncontrolled Collapse**

The Contractor shall ensure that ÷

- All reasonable practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work; and
- No structure or part of a structure is loaded in a manner that would render it unsafe.

### **Safe Working Loads**

The Contractor shall ensure that ÷

- The safe working loads of hoist, load-bearing beams and cranes are prominently displayed at all times.
- The safe working loads are not exceeded under any circumstances
- All lifting gear is marked with a unique identity number and recorded in a register.
-

### **Commissioning Safety Precautions**

The Contractor shall ensure that wherever repairs, adjustments or any other work are undertaken on any plant or machinery, the power supply is switched off, disconnected or the plant/machinery disengaged until the work or repairs have been completed.

### **Toxic Materials**

The Contractor shall exercise all necessary care in the handling of toxic compound and shall be able to identify the major chemical components in the event of medical treatment being required.

### **Hazardous Chemical and Materials**

- The Contractor shall provide suitable and adequate protective equipment when working in an area where hazardous chemical and materials are being used.
- The Contractor shall ensure that its employees have familiarized themselves with the hazardous material data sheets applicable to the specific site as well as the location of fire fighting equipment, safety showers/baths and other washing facilities prior to commencement of work.

### **INDEMNITY OF CLIENT AND HIS AGENTS**

1. The annexure to this Contract Document contain a “Mandatory Form of Authority and Agreement in terms of section 37(2) of the Occupational Health and Safety Act, No. 85 of 1993” which agreement shall be entered into and duty signed by both the Employer and Contractor prior to commencement with work.

A copy of the signed agreement shall be included in the Employer’s Health and safety plan.

2. Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice, observation, proposal, request, test or similar act by either the Employer, any of his agents or the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, the Act and the Construction Regulations, including responsibility for errors, omissions, discrepancies and non-compliance.

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## **C5.2      CONTRACT DRAWINGS**

**SEE DRAWING BOOK 2 OF 2**

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**C5.3 GOVERNMENT PROCUREMENT: GENERAL CONDITION OF  
CONTRACT-JULY 2010**

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THE NATIONAL TREASURY

Republic of South Africa



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GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT

July 2010

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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignee's store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the

supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product/ service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

## **4. Standards**

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

## **5. Use of contract documents and information inspection**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall

extend only so far as may be necessary for purposes of such performance.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent Rights** 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality/ municipal entity.

## **7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SEC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## 8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, casesize

## 9. Packing

weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

## **11. Insurance**

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

## **12. Transportation**

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

## **13. Incidental Services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract ; and
- (e) training of the purchaser 's personnel, at the supplier's plant and/or on-site , in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

## **14. Spare parts**

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:
  - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## 15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty .
- 15.4 Upon receipt of such notice, the supplier shall , within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier , having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

## 16. Payment

- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.



16.3 Payments shall be made promptly by the purchaser , but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

## 17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

## 18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

**19. Assignment** 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## 20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

**21. Delays in the** 21.1 Delivery of the goods and performance of services shall be **supplier's** made by the supplier in accordance with the time schedule **performance** prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor (s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance , with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.



- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

**22. Penalties**

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

**23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

**THE NATIONAL TREASURY: Republic of South Africa**

- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7 . If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

## **24. Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. Termination for insolvency**

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

## **27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

## **28. Limitation of Liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

29.1 The contract shall be written in English . All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **30. Applicable law**

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

## **31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **32. Taxes and duties**

32.1 A foreign supplier shall be entirely responsible for all taxes , stamp duties , license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears .

### **33. Transfer of contracts**

33.1 The contractor shall not abandon , transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

### **34. Amendment of contracts**

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing , shall also be in writing .

### **35. Prohibition of restrictive practices**

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was/ were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.