



NQUTHU LOCAL MUNICIPALITY

TECHNICAL SERVICES

TENDER No: NQULM17/2023-2024 BID DOCUMENT

CONSTRUCTION OF NYAKAZA COMMUNITY HALL

MINIMUM CIDB GRADING 4 GB or higher
TENDER CLOSING DATE: 04 September 2023

ISSUED BY:
Nquthu Local Municipality
Private Bag X5521
83 Mdlalose Street
Nquthu
3135

PREPARED BY:
Mvulo Consulting Engineers
P O Box 777
75 Impala Drive, Hutten Heights
Newcastle
2940

Contact Person:
Mr M. Nkala
Tel: 034 271 6110
e-mail: directortech@nquthu.gov.za

Contact Person:
Mr T. Ngcobo
Tel: 087 285 1181
e-mail: themba@mvulo.co.za

Name of Tenderer _____

Address _____

Phone No _____

Fax No: _____

Cellular No: _____

E-mail Address: _____

Contact Person: _____

Tender Amount: _____

Sealed tender document must be deposited in the Tender Box provided at Nquthu Local Municipality, 83 Mdlalose Street, Nquthu by not later than 12:00hrs on 04 September 2023 when they will be opened in public. Please be advised that the name, address and contact details of the tenderer should be written at the back of the envelope.

NQUTHU LOCAL MUNICIPALITY
CONTRACT NO: NQULM17/2023-2024

GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	21 August 2023
ESTIMATED CIDB CONTRACTOR GRADING	:	4 GB or Higher
CLARIFICATION MEETING	:	Tuesday, 29 August 2023
VENUE FOR CLARIFICATION MEETING	:	TBC
CLOSING DATE	:	Friday, 04 September 2023
CLOSING TIME	:	12H00
CLOSING VENUE	:	Tender Box, Located at NQUTHU LOCAL MUNICIPALITY Offices, 83 Mdlalose Street, Nquthu

CONSTRUCTION OF NYAKAZA COMMUNITY HALL

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NQUTHU LOCAL MUNICIPALITY
CONTRACT NO: NQULM17/2023-2024

CONSTRUCTION OF NYAKAZA COMMUNITY HALL

T1.1 TENDER NOTICE AND INVITATION TO TENDER



TENDER NOTICE

NQUTHU LOCAL MUNICIPALITY

The NQUTHU LOCAL MUNICIPALITY hereby invites tenders for the below – mentioned requirements, subject to Council's Supply Chain Management Policy:

The NQUTHU LOCAL MUNICIPALITY hereby invites bids for the below – mentioned requirements, subject to Council's

BID NO	BID NAME	DOCUMENT FEE	CIDB GRADING DESIGNATION	TECHNICAL ENQUIRIES	COMPULSORY BRIEFING SESSION/DATE	BID DOC. AVAILABILITY	CLOSING DATE
NQULM17/2023-2024	Construction of Nyakaza Community Hall	R632.00	4 GB or higher	Mr. M. Nkala 034 271 6110 NQUTHU LOCAL MUNICIPALITY Or Mr T Ngcobo 087 285 1181 Mvulo Consulting Engineers	29 August 2023	Monday, 21 August 2023	Monday, 04 September 2023

Supply Chain Management Policy: Bid documents are obtainable from the Cashier's office 11 Mdlalose Street, Nquthu during office hours between (08h00 to 15h30) Mon -Thurs, Friday 08h00 to 14h30 **from Monday 21 August 2023**.

Each document will be issued upon payment of non-refundable amount, please refer to the table above. The Municipality does not accept cheques.

Procurement enquiries: Mr M.S Memela Telephone no.: 034 271 6161 sikhumbuzom@nquthu.gov.za

Only prospective suppliers who are registered on the National Treasury Supplier database are legible to bid. To register on the CSD log onto; www.csd.gov.za

Documents can be downloaded for free on the E- Tender Portal @ www.etenders.gov.za

Bids will be adjudicated in terms of the Preferential Procurement Regulations, 2017 pertaining to Preferential Procurement Policy Framework Act, 5/2000 and other applicable legislations and other applicable legislations, and will be based on 80/20 points system. Preference points will be awarded to service providers using their B-BBEE status level of contribution. The bids will remain valid for 90 days. The Council reserves the right to accept all, some, or none of the bids submitted, either wholly or in part and it is not obliged to accept the lowest bid.

Completed bids in plain sealed envelopes, endorsed "**Bid number and description**" bearing the name, address and bidder's contact details at the back of the envelope should be placed in the bid box provided at the Municipal Foyer in 83 Mdlalose Street, Nquthu by no later than 12:00pm of the closing date where bids will be opened in public. The bid box can only be accessible during the office hours.
Enterprise from the NQUTHU LOCAL MUNICIPALITY's CPG database

Mr. M B Jiyane
The Accounting Officer
Nquthu Local Municipality
Municipal Civic Centre
83 Mdlalose Street
Private Bag X5521

PART A

MBD1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NQUTHU LOCAL MUNICIPALITY					
Bid Number	NQULM17/2023-2024	Closing Date	04 September 2023	Closing Time	12h00
Description	CONSTRUCTION OF NYAKAZA COMMUNITY HALL				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT

**NQUTHU LOCAL MUNICIPALITY
MUNICIPAL RECEPTION AREA
83 MDLALOSE STREET
NQUTHU
3135**

SUPPLIER INFORMATION

Name of Bidder					
Postal Address					
Street Address					
Telephone Number	Code		Number		
Cellphone Number					
Facsimile Number	Code		Number		
E-Mail Address					
Vat Registration Number					
Tax Compliance Status	TCS PIN:		OR	CSD No:	
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE Status Level Sworn Affidavit	<input type="checkbox"/> Yes <input type="checkbox"/> No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

Are you the Accredited Representative in South Africa for the Goods /Services /Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No (if yes enclose proof)	Are you a Foreign Based Supplier for the Goods /Services /Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No (if yes, answer part B:3)
Total Number of Items Offered		Total Bid Price:	
Signature of Bidder		Date:	

Capacity under which this bid is signed:

ENQUIRIES MAY BE DIRECTED TO:

Bidding Procedure Enquiries		Technical enquiries	
Contact person	Mr M.S Memela	Mr M. Nkala	
Telephone number	034 271 6161	034 271 6110	
Email Address	sikhumbuzom@nquthu.gov.za	directortech@nquthu.gov.za	
		Mr T Ngcobo	
		087 285 1181	
		themba@mvulo.co.za	

PART B

MBD1

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
1.2. All bids must be submitted on the official forms provided–(not to be re-typed) or online
1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017, the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity for construction Procurement, (Board Notice 423 of 2019 in Government Gazette No 42622 of 08 August 2019.) and, if applicable, any other special conditions of contract.
2. TAX COMPLIANCE REQUIREMENTS
2.1 Bidders must ensure compliance with their tax obligations.
2.2 Bidders are required to submit their unique Personal Identification Number (Pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
2.3 Application for the Tax Compliance Status (TCS) certificate or Pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za .
2.4 Foreign suppliers must complete the Pre-Award Questionnaire in part B:3.
2.5 Bidders may also submit a printed TCS certificate together with the bid.
2.6 In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate TCS certificate / Pin / CSD number.
2.7 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. Is the entity a resident of the Republic of South Africa (RSA)? <input type="checkbox"/> Yes <input type="checkbox"/> No
3.2. Does the entity have a branch in the RSA? <input type="checkbox"/> Yes <input type="checkbox"/> No
3.3. Does the entity have a permanent establishment in the RSA? <input type="checkbox"/> Yes <input type="checkbox"/> No
3.4. Does the entity have any source of income in the RSA? <input type="checkbox"/> Yes <input type="checkbox"/> No
3.5. Is the entity liable in the RSA for any form of taxation? <input type="checkbox"/> Yes <input type="checkbox"/> No
If the answer is “no” to all of the above, then it is not a requirement to register for a Tax Compliance Status System Pin Code from the South African Revenue Service (SARS) and if not register as per 2.3 above.

**NB: Failure to provide any of the above particulars may render the bid invalid.
No bids will be considered from persons in the service of the state.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

NQUTHU LOCAL MUNICIPALITY

CONTRACT NO: NQULM17/2023-2024

CONSTRUCTION OF NYAKAZA COMMUNITY HALL

T1.2 TENDER DATA

Tender data is covered in two sections. T1.2.1 refers to the Standard Conditions of Tender while T1.2.3 sets out Additional Conditions of Tender.

T1.2.1 Standard Conditions of Tender

The conditions of bid are the **Standard Conditions of Tender** as contained in Annex C of the CIDB Standard for Uniformity for construction Procurement, Board Notice 423 of 2019 in Government Gazette No 42622 of 08 August 2019. (see www.cidb.org.za). Annexure C of that notice are reproduced without amendment or alteration for the convenience of tenderers. (See pages 5 - 13)

Standard Conditions of Tender

- Note:*
- 1) *These Standard Conditions of Tender are identical to that contained in Annex F of SANS 294: 2004, Construction Procurement Processes, Procedures and Methods.*
 - 2) *Annex E of SANS 294, Construction Procurement Processes, Procedures and Methods, and SAICE's Practice Manual #1, The use of South African National Standards in Construction Procurement, provides guidance on referencing these Standard Conditions of Tender in procurement documents.*

C.1 General

C.1.1 Actions

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

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

- Note:*
- 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
 - 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

- C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.
- C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:
- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
 - b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
 - c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
 - d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- C.1.4 Communication and employer's agent**
Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.
- C.1.5 Cancellation and Re-Invitation of Tenders**
- C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-
- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
 - b) funds are no longer available to cover the total envisaged expenditure; or
 - c) no acceptable tenders are received.
 - d) there is a material irregularity in the tender process.
- C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised
- C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.
- C.1.6 Procurement procedures**
- C.1.6.1 General**
- Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.
- C.1.6.2 Competitive negotiation procedure**
- C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.
- C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.
- Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

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

-
- C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the employer’s address and identification details stated in the tender data, as well as the tenderer’s name and contact address.
- C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer’s address and identification details as stated in the tender data.
- C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
- C.2.14 Information and data to be completed in all respects
Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
- C.2.15 Closing time**
- C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- C.2.16 Tender offer validity**
- C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer’s agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
- C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as “SUBSTITUTE”.
- C.2.17 Clarification of tender offer after submission**
- Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
- Note:** *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*
- C.2.18 Provide other material**
- C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer’s commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer’s request, the employer may regard the tender offer as non-responsive.
- C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.
- C.2.19 Inspections, tests and analysis**
- Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

T1.2.2 Variations to the Standard Conditions of Tender

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall take 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 mainly applies.

The following variations, amendments and additions to the Standard Conditions of Tender shall apply to this tender.

Clause number	Data
<p>C.1.1 ACTIONS</p>	<p><i>Add the following:</i></p> <p>The Employer is NQUTHU LOCAL MUNICIPALITY, represented by Director: Technical Services</p>
<p>C.1.2 TENDER DOCUMENTS</p>	<p>The bid documents issued by the Employer comprise:</p> <p>The Tender</p> <p>Part T1: Tendering Procedures T1.1 Tender Notice And Invitation To Tender T1.2 Tender Data</p> <p>Part T2: Returnable Documents</p> <p>T2.1 List Of Returnable Documents T2.2 Returnable Schedules</p> <p>The Contract</p> <p>Part C1: Agreements and Contract Data C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Tenderer's Direct Participation of Targeted Labour C1.4 Tenderer's Direct Participation of Targeted Enterprises C1.5 Performance Guarantee C1.6 Adjudication C1.7 Occupational Health And Safety Agreement</p> <p>Part C2: Pricing Data C2.1 Pricing Instructions C2.2 Bill Of Quantities</p> <p>Part C3: Scope Of Work C3.1 Description Of The Works C3.2 Engineering C3.3 Procurement C3.4 Construction C3.5 Management C3.6 Annexes</p> <p>Part C4: Site Information C4.1 Conditions on site</p> <p>Tender and / or Document Deposit</p> <p>A non-refundable deposit of R 632.00 per document payable by cash or crossed cheque made out in favour of NQUTHU LOCAL MUNICIPALITY is required on collection of the tender documents.</p>
<p>C1.4 COMMUNICATION & EMPLOYERS AGENT</p>	<p><i>Add the following:</i></p> <p>Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents.</p> <p>The Employer's Agent is: Consulting Engineer to be appointed by NQUTHU LOCAL MUNICIPALITY.</p>
<p>C.2 TENDERER'S OBLIGATIONS C.2.1 ELIGIBILITY</p>	<p><i>Add the following after C.2.1:</i></p> <p>Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p> <p>A. Construction Industry Development Board (CIDB) Registration</p> <p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a</p>

	<p>contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, for a 4GB class of construction work, are eligible to have their tenders evaluated.</p> <p>B. Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the 4GB class of construction work; 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4GB class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations <p>Tenderers are to note that work will be allocated as per the CIDB grading requirements. Therefore no tenderer will be allocated work that is more than the tenderer's current CIDB grading.</p>
<p>C.2.7 CLARIFICATION MEETING</p>	<p><i>Add the following:</i> The arrangement for a compulsory clarification meeting is as stated in the Tender Notice and Invitation to Tender.</p>
<p>C.2.12 ALTERNATIVE TENDER OFFERS</p>	<p><i>Add the following after C.2.12.2:</i></p> <ol style="list-style-type: none"> A. If a tenderer wishes to submit an alternative offer, he shall do so as a separate complete offer on a separate complete set of tender documents clearly marked as an "Alternative Tender" in order to distinguish it from the unqualified tender. The only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer. B. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. C. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, if the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. D. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer (after adding contingencies and VAT) to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed. Tenderers are required to indicate alternative tender offers in Schedule A11: Alterations / Amendments By Tenderer in T2.2 Returnable Schedules. E.
<p>C.2.13 SUBMITTING A TENDER OFFER</p>	<ol style="list-style-type: none"> A. <i>Add the following at the end of C.2.13.3:</i> Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nought) copies. B. <i>Add the following after the first sentence of C.2.13.5:</i> The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be

	<p>accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.</p> <p>C. Add the following after the first sentence of C.2.13.5: The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box : Nquthu Local Municipality Offices, Physical address : 83 Mdlalose Street, Nquthu Identification details : Tender number-NQULM17/2023 2024</p> <p>Sealed tenders with the Tenderer's name and address and the endorsement "TENDER NO: NQULM17/2023-2024-CONSTRUCTION OF NYAKAZA COMMUNITY HALL" on the envelope, must be placed in the appropriate official tender box at the abovementioned address.</p> <p>D. Add the following after C.2.13.6: A two-envelope procedure as described in C.3.5 will not be followed.</p>
<p>C.2.15 CLOSING TIME</p>	<p>Add the following: The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>
<p>C.2.16 TENDER OFFER VALIDITY</p>	<p>Add the following: The tender offer validity period is 90 days.</p>
<p>C.2.17 CLARIFICATION OF TENDER AFTER SUBMISSION</p>	<p>Add the following: A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer, or confirmation of registration with CIDB within the time for submission stated in the employer's written request for such clarification or confirmation. A tender may be rejected if the unit rates or lump sums for some of the items in the bills/schedules of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the tenderer fails, within the time stated in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged.</p>
<p>C.2.23 CERTIFICATES</p>	<p>Add the following: The tenderer is required to submit the following certificates with the tender:</p> <p>A. Certificate of Contractor Registration (CIDB) Certificate of Contractor Registration issued by the Construction Industry Development Board. Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner. (Document B1 in Part T2, page 81).</p> <p>B. Tax Compliance Pin Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and shall submit/append documentary evidence/proof in the form of an original or certified copy of valid Tax Compliance Pin issued by SARS. Failure to provide a valid Tax Compliance Pin will result in the tender being rejected. (Document B2 in Part T2, page 82).</p> <p>Each party to a Consortium/Joint Venture shall submit a separate Tax Compliance Pin.</p>

	<p>C. Bargaining Council Certificates Where applicable, a certificate of compliance issued by the relevant Bargaining Council.</p> <p>Each party to a Consortium/Joint Venture shall submit separate certificates in the above regard.</p> <p>D. Tenders exceeding R10 million Where the tendered amount inclusive of VAT exceeds R10 million:</p> <ol style="list-style-type: none"> i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing; ii) a certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days; iii) particulars of any contracts awarded to the tenderer 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; iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic. <p>Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard. (Document B3 in Part T2, page 83).</p>
	<p>Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.</p>
<p>C.3.4 OPENING OF TENDER SUBMISSIONS</p>	<p><i>Add the following:</i></p> <p>The time and location for opening of the tender offers is:</p> <p>Time : 12:00, Monday, 04 September 2023 Location : Nquthu Local Municipality Offices, 83/11 Mdlalose Street, Nquthu</p> <p>Tenders will be opened immediately after the closing time for tenders at 12:00.</p>
<p>C.3.5 TWO ENVELOP SYSTEM</p>	<p><i>Add the following:</i> A two-envelope procedure will not be followed.</p>
<p>C.3.8 TEST FOR RESPONSIVENESS</p>	<p><i>Add the following after C.3.8.2:</i></p> <p>Tenders will be considered non-responsive if:</p> <ul style="list-style-type: none"> • the tender is not in compliance with the Scope of Work; • the tenderer has not completed and/or signed the Offer portion of C1.1 Form of Offer and Acceptance. • the tenderer does not comply with the Contractor's CIDB grading designation specified in C.2.1.1 above. • The tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employer's written request. • The tenderer has failed to tender a Contract Participation Goal in respect of Targeted Labour (CPG₂) of at least the minimum percentage specified (if so specified).
<p>C.3.11 EVALUATION OF TENDER OFFERS C.3.11.1 GENERAL</p>	<p><i>Add the following:</i> The procedure for the evaluation of responsive tenders is Method 4 where the total number of adjudication points achieved, $T_{EV} = N_{FO} + N_P + N_Q$.</p>

	<p>where:</p> <ul style="list-style-type: none"> • N_{FO} is the number of tender evaluation points awarded for the financial offer. • N_P is the number of tender evaluation points awarded for preference. • N_Q is the number of tender evaluation points awarded for quality. 																								
C.3.11.2 SCORING FINANCIAL OFFERS	<p>Add the following new sub Clause: The financial offer will be scored using Formula 2 (Option 1)</p> <p>The value of W1 is: 90 where the financial value, inclusive of VAT, of the lowest responsive tender offer received has a value in excess of R50 000 000.00; or 80 where the financial value, inclusive of VAT, of the lowest responsive tender offer has a value that equals or is less than R50 000 000.00.</p>																								
C.3.11.3 SCORING PREFERENCES	<p>Add the following new sub clause: Points will be awarded to tenderers who complete, as relevant, and include in their tender submissions, the following duly completed Preference Schedules/Forms which are included in T2.2 Returnable Documents of the tender document as follows:</p> <p>Points awarded will be according to a tenderer's specific goals and summarised in the table below:</p> <table border="1"> <thead> <tr> <th>The specific goals allocated points in terms of this tender</th> <th>Number of points allocated (80/20 system)</th> <th>Verification Documents</th> </tr> </thead> <tbody> <tr> <td>Specific goal 1: Ownership (Max Points =10)</td> <td></td> <td></td> </tr> <tr> <td>Business owned more than 50% by black person</td> <td>10</td> <td>ID copy of Directors and CSD</td> </tr> <tr> <td>Business owned less than 50% by black person</td> <td>5</td> <td>ID copy of Directors and CSD</td> </tr> <tr> <td>Specific goal 2: RDP (Max Points =10)</td> <td></td> <td></td> </tr> <tr> <td>Promotion of enterprises located within: Nquthu municipal area</td> <td>10</td> <td>CSD and proof of municipal accounts/affidavit</td> </tr> <tr> <td>Umzinyathi District Municipality</td> <td>6</td> <td>CSD and proof of municipal accounts/affidavit/proof of residence signed by ward Councillor</td> </tr> <tr> <td>Province of KwaZulu Natal</td> <td>4</td> <td>CSD and proof of municipal accounts/affidavit/proof of residence signed by ward Councillor</td> </tr> </tbody> </table>	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Verification Documents	Specific goal 1: Ownership (Max Points =10)			Business owned more than 50% by black person	10	ID copy of Directors and CSD	Business owned less than 50% by black person	5	ID copy of Directors and CSD	Specific goal 2: RDP (Max Points =10)			Promotion of enterprises located within: Nquthu municipal area	10	CSD and proof of municipal accounts/affidavit	Umzinyathi District Municipality	6	CSD and proof of municipal accounts/affidavit/proof of residence signed by ward Councillor	Province of KwaZulu Natal	4	CSD and proof of municipal accounts/affidavit/proof of residence signed by ward Councillor
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C.3.11.3.1 OBJECTIVE CRITERIA	<p>Add the following new sub clause:</p> <p>The Municipality reserves a right to apply objective evaluation criteria should the recommended bidder pose any of the above-mentioned risks after assessment, Nquthu Local Municipality after ascertaining sufficient information will not make an award to the bidder exposing the Municipality to one or more of the below mentioned risks.</p>																								

	<p>In terms of Preferential Procurement Regulation 11 and section 2(1) (f) of the Preferential Procurement Policy Framework Act, the following are the objective criteria:</p> <ul style="list-style-type: none"> • The risk of fruitless and wasteful expenditure to Nquthu Local Municipality; • The risk of Irregular expenditure to Nquthu Local Municipality; • The risk of poor project and contract management on existing project with Nquthu Local Municipality; • The risk of an abnormally low bid; and • The risk of a material irregularity. 																																								
<p>C.3.11.4 SCORING QUALITY</p>	<p><i>Add the following new sub clause:</i></p> <p>Score quality in each of the categories in accordance with the tender data and calculate the total score for quality as detailed in the table below:</p> <p>QUALITY SCORING CRITERIA Tenderers are to submit information in respect of the following criteria upon which they will be scored for Quality. Failure to submit the relevant information will result in zero scores. Information not already catered for under other Returnable Schedules is to be inserted under Section B3 "Additional Functionality Documents".</p> <p>Tenderers are required to meet a minimum Quality Score of 70% (i.e 56 points) based on the criteria listed below. A score of less than 70% for Quality will render the tender non-responsive. The onus rests with the Tenderer to supply sufficient information to allow for evaluation and award of points detailed below.</p>																																								
<p>DETAILED BREAKDOWN OF QUALITY POINTS</p>																																									
<table border="1"> <thead> <tr> <th data-bbox="204 974 534 1079">Key aspect of criterion</th> <th data-bbox="534 974 976 1079">Evaluation criterion</th> <th data-bbox="976 974 1136 1079">Remarks</th> <th data-bbox="1136 974 1284 1079">Points</th> <th data-bbox="1284 974 1465 1079">Awarded points</th> </tr> </thead> <tbody> <tr> <td data-bbox="204 1079 534 1451" rowspan="3">Site Agent or Foreman CV</td> <td data-bbox="534 1079 976 1236">Site Agent or Foreman has more than 5 years' experience in the field relevant to the project. (Attach CV)</td> <td data-bbox="976 1079 1136 1236">Good</td> <td data-bbox="1136 1079 1284 1236">30</td> <td data-bbox="1284 1079 1465 1236"></td> </tr> <tr> <td data-bbox="534 1236 976 1348">Site Agent or Foreman has more than 2 years' experience in the field relevant to the project. (Attach CV)</td> <td data-bbox="976 1236 1136 1348">Fair</td> <td data-bbox="1136 1236 1284 1348">20</td> <td data-bbox="1284 1236 1465 1348"></td> </tr> <tr> <td data-bbox="534 1348 976 1451">Site Agent or Foreman has no experience in the field relevant to the project. (Attach CV)</td> <td data-bbox="976 1348 1136 1451">Poor</td> <td data-bbox="1136 1348 1284 1451">10</td> <td data-bbox="1284 1348 1465 1451"></td> </tr> <tr> <td data-bbox="204 1451 534 1803" rowspan="3">Traceable project experience</td> <td data-bbox="534 1451 976 1617">Provided five traceable projects of similar nature in the past 10 years (Attach letters of appointments and completion certificates)</td> <td data-bbox="976 1451 1136 1617">Good</td> <td data-bbox="1136 1451 1284 1617">30</td> <td data-bbox="1284 1451 1465 1617"></td> </tr> <tr> <td data-bbox="534 1617 976 1751">Provided three traceable projects of similar nature in the past 10 years. (Attach letters of appointments and completion certificates)</td> <td data-bbox="976 1617 1136 1751">Fair</td> <td data-bbox="1136 1617 1284 1751">20</td> <td data-bbox="1284 1617 1465 1751"></td> </tr> <tr> <td data-bbox="534 1751 976 1803">Provided no traceable similar projects</td> <td data-bbox="976 1751 1136 1803">Poor</td> <td data-bbox="1136 1751 1284 1803">10</td> <td data-bbox="1284 1751 1465 1803"></td> </tr> <tr> <td data-bbox="204 1803 534 2060" rowspan="2">Proposed Work Programme</td> <td data-bbox="534 1803 976 1953">The Programme is presented in such a way that one is able to get the flow of tasks. (Attach programme)</td> <td data-bbox="976 1803 1136 1953"></td> <td data-bbox="1136 1803 1284 1953">10</td> <td data-bbox="1284 1803 1465 1953"></td> </tr> <tr> <td data-bbox="534 1953 976 2060">The Programme is acceptable but lacks proper linkages of tasks. (Attach programme)</td> <td data-bbox="976 1953 1136 2060"></td> <td data-bbox="1136 1953 1284 2060">5</td> <td data-bbox="1284 1953 1465 2060"></td> </tr> </tbody> </table>		Key aspect of criterion	Evaluation criterion	Remarks	Points	Awarded points	Site Agent or Foreman CV	Site Agent or Foreman has more than 5 years' experience in the field relevant to the project. (Attach CV)	Good	30		Site Agent or Foreman has more than 2 years' experience in the field relevant to the project. (Attach CV)	Fair	20		Site Agent or Foreman has no experience in the field relevant to the project. (Attach CV)	Poor	10		Traceable project experience	Provided five traceable projects of similar nature in the past 10 years (Attach letters of appointments and completion certificates)	Good	30		Provided three traceable projects of similar nature in the past 10 years. (Attach letters of appointments and completion certificates)	Fair	20		Provided no traceable similar projects	Poor	10		Proposed Work Programme	The Programme is presented in such a way that one is able to get the flow of tasks. (Attach programme)		10		The Programme is acceptable but lacks proper linkages of tasks. (Attach programme)		5	
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	The Programme does not address the project needs. (Attach programme)		0	
NQF in Labour Intensive Programme (Attach certificates accredited by SETA)	NQF Level 5		10	
	NQF Level 7		5	
		Total	80	

NOTE: SERVICE PROVIDER THAT SCORES LESS THAN 70% ON FUNCTIONALITY WILL BE ELIMINATED.

<p>C.3.13 ACCEPTANCE OF TENDER OFFER</p>	<p><i>A. Add the following:</i> Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> a) the tenderer has in his or her possession an original valid Tax Compliance Pin issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations; b) the tenderer is registered with the CIDB with an appropriate category of registration; c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; d) the tenderer has not: <ol style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months; iii) failed to perform on any previous contract and has been given a written notice to this effect; e) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process. <p>Notification of Decision and Appeal Period</p> <p>If the Supply Chain Management Tender Adjudication Committee has resolved that a tender be accepted, the successful and unsuccessful tenderers shall be notified in writing of this decision.</p> <p>Section 62 of the Local Government Municipal Systems Act 2000 (No. 32 of 2000) gives any person whose rights have been affected by such a decision, the right to appeal such decision within 21 days of notification of the decision.</p> <p>Any tenderer wishing to exercise this right, must submit their appeal in writing to [insert name / designation], marked for the attention of [insert name and address]. The format of the appeal must:</p> <ul style="list-style-type: none"> • set out the reasons for the appeal; • state in which way the appellant's rights have been affected by the decision; • state the remedy sought, and • be accompanied by a copy of the notification advising the tenderer of the decision of the Supply Chain Management Tender Adjudication Committee.
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	<p>Tenderers are hereby informed also of their right to request reasons for the decision in terms of the Promotion of Administrative Justice Act (No. 3 of 2000).</p> <p>The notification of the decision sent to the successful tenderer is not acceptance of the tender and no rights shall accrue to the successful tenderer in terms of this notification. The successful tenderer will be notified in writing after 21 days of the notification of any final decision (i.e. Acceptance) or of any developments with respect to the appeal process, and if applicable, procedures for the commencement of the work.</p> <p>The consideration of appeals and if necessary, the invalidation of any decision made, shall be dealt with in terms of the [Client's] appeals process.</p>
<p>C.3.17 PROVIDE COPIES OF THE CONTRACTS</p>	<p><i>Add the following:</i> The number of paper copies of the signed contract to be provided by the employer is one.</p>

T1.2.3 Additional Conditions of Tender

The additional conditions of tender are:

T.1.2.3.1 Compliance with Occupational Health and Safety Act 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.7 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the contract.

T.1.2.3.2 Eligibility with Respect to Expanded Public Works Programme

This Contract does not qualify for consideration as an Expanded Public Works Programme project.

T.1.2.3.3 Claims Arising after Submission of Tender

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:

- 1) inspected the Contract Drawings and read and fully understood the Conditions of Contract.
- 2) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby.
- 4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.

T.1.2.3.4 Imbalance in Tendered Rates

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price.

Should the Tenderer fail to amend the Tender in a manner acceptable to the Employer, the Employer may reject the Tender.

T.1.2.3.5 Community Liaison Officer

Democratically elected community members who in turn have representation on the overall Project Steering Committee (PSC) represents the residents being served by the project. The Contractor will be required to liaise through the CLO for any matters to do with the community. The CLO shall be paid an amount of R 4 000.00 per month throughout the contract.

T.1.2.3.6 Labour Intensive Construction/Use of Local Labour

The Contractor is encouraged to make use of local labour where possible in order to help the local community that is generally underdeveloped and underemployed. The labour rate to be used shall be in line with the latest applicable Government gazetted rate.

T.1.2.3.7 Invalid Tenders

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1 Form of Offer and Acceptance);
- b) if the tender is not completed in non-erasable ink;
- c) if the offer has not been signed;
- d) if the offer is signed, but the name of the tenderer is not stated or is indecipherable.

T.1.2.3.8 Negotiations with Preferred Tenderers

The Employer may negotiate the final terms of a contract with tenderers identified through competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

Minutes of any such negotiations shall be kept for record purposes.

T.1.2.3.9 General Supply Chain Management Conditions Applicable to Tenders

As per NQUTHU LOCAL MUNICIPALITY's latest supply chain management policy.

T.1.2.3.10 Combating Abuse of the Supply Chain Management Policy

As per NQUTHU LOCAL MUNICIPALITY's latest supply chain management policy.

T.1.2.3.11 UIF Payments

The Tenderer shall submit to the Employer a letter from the Department of Labour indicating his/her good standing with regard to UIF payments upon being requested to do so.

T.1.2.3.12 Registration with Bargaining Council

Tenderers must be registered with a relevant Bargaining Council (if such be in place) and provide the applicable Certificate of Compliance in terms of the relevant Government Gazette.

Part T2: Returnable Documents

	<u>Page</u>
T2.1 List of Returnable Documents	25 - 26
T2.2 Returnable Schedules	27 - 76

NQUTHU LOCAL MUNICIPALITY
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CONSTRUCTION OF NYAKAZA COMMUNITY HALL

T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete and return documents A1 to A34; B1 to B4; C1.1 and C2 as listed below as part of his/her tender submission:

SCHEDULE	DESCRIPTION	PAGE
	Returnable documents required for tender evaluation purposes	
Schedule A	Documents incorporated in this tender document that must be completed and signed by all tenderers	
A1	Authority To Sign Documents	28
A2	Letter Of Good Standing With Workmen's Compensation Commissioner	29
A3	Clarification Meeting Certificate	30
A4	Certificate Of Authority For Joint Ventures (only if Tenderer is a JV)	31
A5	Schedule Of Work Experience Of Tenderer	32
A6	Current And Recent Projects For NQUTHU LOCAL MUNICIPALITY	34
A7	Schedule Of Construction Plant	35
A8	Schedule Of Subcontractors	37
A9	Details Of Experience Of Contracts Manager, Site Agent, General Foreman	38
A10	Compulsory Enterprise Questionnaire	39
A11	Alterations / Amendments By Tenderer	42
A12	Adjudication Of Tenders On Points Basis	43
A13	Schedule Of Daywork Rates	45
A14	Record Of Addenda To Tender Documents	46
A15	Size Of Enterprise And Current Workload	47
A16	Joint Venture Disclosure Form	48
A17	Details Of Alternative Tenders Submitted	56
A18	Amendments And Qualifications By Tenderer	57
A19	Declaration Of Interest (MBD 4)	58
A20	Declaration Of Tenderer's Past Supply Chain Management Practices (MBD 8)	61
A21	Certificate Of Independent Tender Determination (MBD 9)	63
A22	Form Concerning Fulfilment Of The Construction Regulations 2014	66
A23	General Information (Procurement)	68
A24	Annual Financial Statements	72
A25	Socio Economic Upliftment Strategy	73
Schedule B	Additional Documents to be provided by the Tenderer and attached to his/her tender	
B1	Cidb Contractor Registration Certificate	74
B2	Tax Compliance Pin	75
B3	Additional Functionality Documents Refer to Clause 4.3 of Government Gazette – 1 February 2008 for clarification on this issue	76
*	Joint Venture agreement (if applicable) - append to Schedule A4	
*	A Certificate of Contractor Registration issued by the Construction Industry Development Board - append to Schedule B1.	
Schedule C	Other Documents that will form part of The Contract	
C1.1	Form Of Offer And Acceptance	78
C1.2	Contract Data	83

SCHEDULE	DESCRIPTION	PAGE
	Returnable documents required for tender evaluation purposes	
C1.3	Tenderer's Direct Participation of Targeted Labour	89
C1.4	Tenderer's Direct Participation of Targeted Enterprises	91
C1.5	Performance Guarantee	93
C1.6	Adjudication	96
C1.7	Occupational Health And Safety Agreement	97
C2	Pricing Data and Bill of Quantities	99
C3	Scope of Work	136
C4	Site Information	181

NB: TENDERERS MUST COMPLETE THESE DOCUMENTS / DATA SHEETS / FORMS IN BLACK INK

T2.2 RETURNABLE SCHEDULES

NQUTHU LOCAL MUNICIPALITY
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CONSTRUCTION OF NYAKAZA COMMUNITY HALL

A1. AUTHORITY TO SIGN DOCUMENTS

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

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

.....
.....

*Delete whichever is inapplicable

1.	<input type="text"/>	<input type="text"/>	<input type="text"/>
	NAME	SIGNATURE	DATE

2.	<input type="text"/>	<input type="text"/>	<input type="text"/>
	NAME	SIGNATURE	DATE

WITNESSES:

1.	<input type="text"/>	<input type="text"/>	<input type="text"/>
	NAME	SIGNATURE	DATE

2.	<input type="text"/>	<input type="text"/>	<input type="text"/>
	NAME	SIGNATURE	DATE

NQUTHU LOCAL MUNICIPALITY
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CONSTRUCTION OF NYAKAZA COMMUNITY HALL

**A2. LETTER OF GOOD STANDING WITH WORKMEN'S COMPENSATION
COMMISSIONER**

ATTACH LETTER OF GOOD STANDING TO THIS PAGE.

NQUTHU LOCAL MUNICIPALITY

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CONSTRUCTION OF NYAKAZA COMMUNITY HALL

A3. CLARIFICATION MEETING CERTIFICATE

This is to certify that I/We*

of (tenderer)

.....

of (address)

.....

.....

Telephone number

Fax number

Email

on (date)

have examined the Site of the Works and its surroundings for which I/we* am/are* submitting this Tender and have, so far as is practicable, familiarised myself/ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my/our* tender.

*Delete whichever is inapplicable

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

SIGNED BY/ON BEHALF OF THE EMPLOYER:

NAME

SIGNATURE

DATE

NQUTHU LOCAL MUNICIPALITY
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CONSTRUCTION OF NYAKAZA COMMUNITY HALL

A4. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed only if Tenderer is a joint venture.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorise

Mr/Ms, authorised signatory of the company, close corporation or partnership..... acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature :..... Name :..... Designation :.....
		Signature :..... Name :..... Designation :.....
		Signature :..... Name :..... Designation :.....
		Signature :..... Name :..... Designation :.....

Note:

A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this Schedule.

NQUTHU LOCAL MUNICIPALITY
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CONSTRUCTION OF NYAKAZA COMMUNITY HALL

A5. SCHEDULE OF WORK EXPERIENCE OF TENDERER

Tenderers shall insert in the Schedule hereunder details of work successfully carried out by them of a similar nature to that for which their tender is submitted. Failure to complete this Schedule will be taken to indicate that the Tenderer has no experience in this class of work.

COMPLETED CONTRACTS				
Employer (Name, Tel, Fax, Email)	Consulting Engineer (Name, Tel, Fax, Email)	Nature Of Work	Value of Work R(M)	Date Completed
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

CURRENT CONTRACTS				
Employer (Name, Tel, Fax, Email)	Consulting Engineer (Name, Tel, Fax, Email)	Nature Of Work	Value of Work R(M)	Anticipated Completion Date
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				

If there is insufficient space above, the tenderer may append additional sheets.

Number of additional sheets appended by the tenderer to this Schedule (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

NQUTHU LOCAL MUNICIPALITY
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CONSTRUCTION OF NYAKAZA COMMUNITY HALL

A6. CURRENT AND RECENT PROJECTS FOR NQUTHU LOCAL MUNICIPALITY

Tenderers must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

CURRENT PROJECTS			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE
TOTAL AMOUNT OF PROJECTS CURRENTLY UNDERTAKEN FOR NQUTHU LOCAL MUNICIPALITY			R

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

NQUTHU LOCAL MUNICIPALITY
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CONSTRUCTION OF NYAKAZA COMMUNITY HALL

A7. SCHEDULE OF CONSTRUCTION PLANT

Tenderers shall state below what construction plant will be available for this Contract. The tenderer shall differentiate, if applicable, between construction plant immediately available and construction plant which will become available by virtue of outstanding orders, and indicate what further construction plant will be acquired or hired for the work should the tenderer be awarded the Contract.

CONSTRUCTION PLANT AVAILABLE				
Description	Size	Capacity	Number	When Available

CONSTRUCTION PLANT THAT WILL BE ACQUIRED / HIRED					
Description	Arrangements Made	Delivery Date	Size	Capacity	Number

If there is insufficient space above, the tenderer may append additional sheets.

Number of additional sheets appended by the tenderer to this Schedule (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

NQUTHU LOCAL MUNICIPALITY

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CONSTRUCTION OF NYAKAZA COMMUNITY HALL

A8. SCHEDULE OF SUBCONTRACTORS

Note that **30%** of the work must be given to the local sub-contractors which will be appointed or nominated during construction.

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

SUBCONTRACTORS			
Category/type	Subcontractor Name/Address/Contact Person/Phone/Fax/Details of Organisation/Firm/ Experience	Items of work (pay items) to be undertaken by the Subcontractor	Estimated Cost of Work (Rand)
TOTAL (Excluding VAT)			

If there is insufficient space above, the tenderer may append additional sheets.

Number of additional sheets appended by the tenderer to this Schedule (If nil, enter NIL)

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed above being approved by the Engineer.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

NQUTHU LOCAL MUNICIPALITY
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CONSTRUCTION OF NYAKAZA COMMUNITY HALL

A9. DETAILS OF EXPERIENCE OF CONTRACTS MANAGER, SITE AGENT, GENERAL FOREMAN & SAFETY OFFICER.

Tenderers shall set out in the Schedule hereunder details of the experience of the Site Agent and General Foreman in work of a similar nature to that for which this Tender is submitted.

Failure to complete this Schedule may result in the Tender not being considered.

CONTRACTS MANAGER				
NAME				NQF LEVEL
Contract and Client	Nature of Work	Position Held	Value of Work	Year Completed
SITE AGENT				
NAME				NQF LEVEL
Contract and Client	Nature of Work	Position Held	Value of Work	Year Completed
GENERAL FOREMAN				
NAME				NQF LEVEL
Contract and Client	Nature of Work	Position Held	Value of Work	Year Completed
SAFETY OFFICER				
NAME				NQF LEVEL
Contract and Client	Nature of Work	Position Held	Value of Work	Year Completed

If there is insufficient space above, the tenderer may append additional sheets.

Number of additional sheets appended by the tenderer to this Schedule (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

NQUTHU LOCAL MUNICIPALITY
CONTRACT NO: NQULM17/2023-2024

CONSTRUCTION OF NYAKAZA COMMUNITY HALL

A10. COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise

Address of enterprise

Section 2: VAT registration number, if any

Section 3: CIDB registration number, if any

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

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

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

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

*insert separate page if necessary

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

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

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

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

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

*insert separate page if necessary

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

- i) authorises the Employer to obtain a tax compliance Pin from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that neither the name of the enterprise nor the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED:

ENTERPRISE NAME

DATE

NAME

POSITION

SIGNATURE

NQUTHU LOCAL MUNICIPALITY
CONTRACT NO: NQULM17/2023-2024

CONSTRUCTION OF NYAKAZA COMMUNITY HALL

A11. ALTERATIONS / AMENDMENTS BY TENDERER

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter attached to his/her tender and reference such letter in this schedule.

If no deviations or modifications are desired, the Schedule hereunder is to be marked NIL and signed by the Tenderer.

No alternative Tender will be considered unless a Tender free of qualifications and strictly on the basis of the Tender Documents is also submitted.

PAGE/ITEM	CLAUSE/DESCRIPTION

If there is insufficient space above, the tenderer may append additional sheets.

Number of additional sheets appended by the tenderer to this Schedule (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

NQUTHU LOCAL MUNICIPALITY
CONTRACT NO: NQULM17/2023-2024

CONSTRUCTION OF NYAKAZA COMMUNITY HALL

A12. ADJUDICATION OF TENDERS ON SPECIFIC GOALS ALLOCATED POINTS

Information provided should be as comprehensive as possible as the Tenderer's approach to this subject will be an important criterion in the tender adjudication process. Failure to provide the information could prejudice a tender.

Responsive tenders will be adjudicated on the following basis:

Responsive tenders will be evaluated in terms of the Supply Chain Management policy of the NQUTHU LOCAL MUNICIPALITY. The Tender Committees, Tender Evaluation Committee, Tender Adjudication and Accounting Officer will work on the evaluation of the tender. The lowest tender will not necessarily be accepted and the right to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by the NQUTHU LOCAL MUNICIPALITY.

The Tender shall be scored on the specific goals allocated points in terms of this tender-

SPECIFIC GOALS

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Points Claimed	Verification Documents
Specific goal 1: Ownership (Max Points =10)			
Business owned more than 50% by black person	10		ID copy of Directors and CSD
Business owned less than 50% by black person	5		ID copy of Directors and CSD
Specific goal 2: RDP (Max Points =10)			
Promotion of enterprises located within: Nquthu municipal area	10		CSD and proof of municipal accounts/affidavit
Umzinyathi District Municipality	6		CSD and proof of municipal accounts/affidavit/proof of residence signed by ward Councillor
Province of KwaZulu Natal	4		CSD and proof of municipal accounts/affidavit/proof of residence signed by ward Councillor

The tenderer shall attach all copies to this page as proof of his status level.

Failure on the part of a tenderer to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.

The client 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 client.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

WITNESS 1:

NAME

SIGNATURE

DATE

WITNESS 2:

NAME

SIGNATURE

DATE

NQUTHU LOCAL MUNICIPALITY
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CONSTRUCTION OF NYAKAZA COMMUNITY HALL

A13. SCHEDULE OF DAYWORK RATES

This Daywork Schedule will be used at the discretion of the Engineer for valuation of extra work which cannot conveniently be valued at rates submitted in the Bill of Quantities. All price rates shall be exclusive of VAT.

The rates entered for labour and materials shall be exclusive of overhead charges and profit, site supervision of staff, insurance, holidays with pay and use and maintenance of small hand tools and non-mechanical plant, travelling allowances, other emoluments and allowances. Provision will be made for the insertion of percentages to cover all these items which are henceforth termed "on-costs", consumable stores, maintenance, etc.

In the case of plant no "on-costs" item is provided. The rate entered shall include any of the above "on-costs" which are pertinent and shall include profit, operator's costs, consumable stores, maintenance, depreciation, etc.

Failure to complete this Schedule may result in the Tender not being considered.

A. LABOUR

Normal Working Time:

1	Labourers	R.....	per hour plus	..... %	"On-Cost"
2	Gangers	R.....	per hour plus	..... %	"On-Cost"
3	Tradesmen	R.....	per hour plus	..... %	"On-Cost"
4	Other				
	(a).....	R.....	per hour plus	..... %	"On-Cost"
	(b).....	R.....	per hour plus	..... %	"On-Cost"
				

Overtime

1	Labourers	R.....	per hour plus	..... %	"On-Cost"
2	Gangers	R.....	per hour plus	..... %	"On-Cost"
3	Tradesmen	R.....	per hour plus	..... %	"On-Cost"
4	Other				
	(a).....	R.....	per hour plus	..... %	"On-Cost"
	(b).....	R.....	per hour plus	..... %	"On-Cost"
				

B. MATERIAL

The Tenderer shall state here the percentage "On-costs" that should be added to the nett cost of materials:

..... %

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

NQUTHU LOCAL MUNICIPALITY
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CONSTRUCTION OF NYAKAZA COMMUNITY HALL

A14. RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

If there is insufficient space above, the tenderer may append additional sheets.

Number of additional sheets appended by the tenderer to this Schedule (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

NQUTHU LOCAL MUNICIPALITY
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CONSTRUCTION OF NYAKAZA COMMUNITY HALL

A15. SIZE OF ENTERPRISE AND CURRENT WORKLOAD

What was your turnover in the previous financial year? R.....

What is the estimated turnover for your current financial year? R.....

Physical facilities:

Provide information on offices, factories, yards and warehouses occupied by your enterprise (attach details if the space provided is not enough)

Description	Address	Area (m ²)

List your current contracts and obligations:

Description	Value (R)	Start date	Duration	Expected completed date

Do you have the capacity to supply the goods and services described in this tender, should the contract be awarded to you?

Yes No

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

NQUTHU LOCAL MUNICIPALITY
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CONSTRUCTION OF NYAKAZA COMMUNITY HALL

A16. JOINT VENTURE DISCLOSURE FORM

GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a. the contributions of capital and equipment
 - b. work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c. work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

- a) Name
- b) Postal address
.....
.....
- c) Physical address.....
.....
.....
- d) Telephone
- e) Fax.....

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

- 2.1(a)** Name of Firm.....
Postal Address
- Physical Address.....
- Telephone
- Fax
- Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....
2.2(a) Name of Firm.....
Postal Address.....
Physical Address.....
Telephone.....
Fax.....
Contact person for matters pertaining to Joint Venture Participation Goal requirements:
.....
(Continue as required for further non-Affirmable Joint Venture Partners)

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm.....
Postal Address.....
Physical Address.....
Telephone.....
Fax.....
Contact person for matters pertaining to Joint Venture Participation Goal requirements:
.....

3.2(a) Name of Firm.....
Postal Address.....
Physical Address.....
Telephone.....
Fax.....
Contact person for matters pertaining to Joint Venture Participation Goal requirements:
.....

3.3(a) Name of Firm.....
Postal Address.....
Physical Address.....
Telephone.....
Fax.....
Contact person for matters pertaining to Joint Venture Participation Goal requirements:
.....

4. **BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

.....

5. **OWNERSHIP OF THE JOINT VENTURE**

- a) Affirmable Joint Venture Partner ownership percentage(s) %
- b) Non-Affirmable Joint Venture Partner ownership percentage(s) %
- c) Affirmable Joint Venture Partner percentages in respect of : *
 - i) Profit and loss sharing.....
 - ii) Initial capital contribution in Rands.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

- iii) Anticipated on-going capital contributions in Rands.....
- iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

6. **RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES**

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

- a) Joint Venture cheque signing

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

- b) Authority to enter into contracts on behalf of the Joint Venture

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

- c) Signing, co-signing and/or collateralising of loans

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

- d) Acquisition of lines of credit

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

- e) Acquisition of performance bonds

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

- f) Negotiating and signing labour agreements

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

8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

- a) Supervision of field operations

.....

b) Major purchasing

.....

c) Estimating

.....

d) Technical management

.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

a) Identify the “managing partner”, if any,

.....

.....

.....

.....

b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

.....

c) Describe the management structure for the Joint Venture’s work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”.)

10. PERSONNEL

- a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

- b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

- (i) Number currently employed by Affirmable Joint Venture Partners

.....

- (ii) Number currently employed by the Joint Venture

.....

- c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

- d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

- e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature.....

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature.....

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature.....

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature.....

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

Name

Address.....

Telephone

Date

(Continue as necessary)

NQUTHU LOCAL MUNICIPALITY
CONTRACT NO: NQULM17/2023-2024

CONSTRUCTION OF NYAKAZA COMMUNITY HALL

A17. DETAILS OF ALTERNATIVE TENDERS SUBMITTED

DESCRIPTION

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

NQUTHU LOCAL MUNICIPALITY
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CONSTRUCTION OF NYAKAZA COMMUNITY HALL

A18. AMENDMENTS AND QUALIFICATIONS BY TENDERER

PAGE	DESCRIPTION

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

NQUTHU LOCAL MUNICIPALITY
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CONSTRUCTION OF NYAKAZA COMMUNITY HALL

A19. DECLARATION OF INTEREST (MBD 4)

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

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

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

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons

in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

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

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

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

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

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

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

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

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

3.14.1 If yes, furnish particulars:
.....
.....

4. FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

NQUTHU LOCAL MUNICIPALITY

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CONSTRUCTION OF NYAKAZA COMMUNITY HALL

A20. DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

- 1 This Standard Tendering Document must form part of all tenders invited.
- 2 It serves as a declaration to be used by institutions 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 tender of any Tenderer may be disregarded if that Tenderer, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the tender.**

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

Item	Question	Yes	No
4.4.1	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.

POSITION

SIGNATURE

DATE

NQUTHU LOCAL MUNICIPALITY
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CONSTRUCTION OF NYAKAZA COMMUNITY HALL

A21. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (MBD 9)

1. This Standard Tender Document must form part of all tenders¹ 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).² Collusive tendering is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the tender of any tenderer if that tenderer, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier 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:

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

² 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.

MBD 9

CERTIFICATE OF INDEPENDENT TENDER 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 Institution)

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 consortium³ 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.

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

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

POSITION

SIGNATURE

DATE

NQUTHU LOCAL MUNICIPALITY
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A22. FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS 2014

In terms of regulation 4(3) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

- I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations. (Tick)

YES	<input type="checkbox"/>
NO	<input type="checkbox"/>

- Proposed approach to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	<input type="checkbox"/>
Own resources, still to be hired and/or trained (until competency is achieved)	<input type="checkbox"/>
Specialist subcontract resources (competent) - specify:	

- Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

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

- Provide details of proposed training (if any) that will be undergone:

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

5. Potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period. (Tick)

YES	<input type="checkbox"/>
NO	<input type="checkbox"/>

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

NQUTHU LOCAL MUNICIPALITY
CONTRACT NO: NQULM17/2023-2024

CONSTRUCTION OF NYAKAZA COMMUNITY HALL

A23. GENERAL INFORMATION (PROCUREMENT)

- 1. Name of tendering entity:
- 2. Contact details:
Contact name and number:.....
Address of tendering entity:
- Postal code:
- Tel no: ()..... Fax no: ().....
- E-mail address:

3. Legal entity: Mark with an X.

Sole proprietor	
Partnership	
Close corporation	
Company (Pty) Ltd	
Joint venture	

In the case of a Joint venture, provide details on joint venture members:

Joint venture member	Type of entity (as defined above)

4. Income tax reference number: **(COMPULSORY)**
(In the case of a joint venture, provide for all joint venture members)

.....
.....

5. VAT registration number (**COMPULSORY**):
(In the case of a joint venture, provide for all joint venture members)

.....

.....

6. Company or closed corporation registration number (**COMPULSORY**):
(In the case of a joint venture, provide for all joint venture members)

.....

.....

7. Construction Industry Development Board (CIDB) registration number (**COMPULSORY**):
(In the case of a joint venture, provide for all joint venture members)

.....

.....

8. Municipal rates and taxes or service charges accounts of tendering entities and its directors / members (**COMPULSORY**)

(In the case of a joint venture, provide for all joint venture members)

ATTACH COPIES OF ALL LATEST MUNICIPAL ACCOUNTS (SEE “NOTICE TO TENDERERS: VERY IMPORTANT NOTICE ON DISQUALIFICATIONS”)

9. Details of proprietor, partners, closed corporation members, or company directors, indicating technical qualifications where applicable (Form on the next page).

10. For joint ventures the following must be attached:

- Written authority **of each JV partner**, for authorized signatory.
- The joint venture agreement.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

DETAILS OF PROPRIETOR, PARTNERS, CLOSED CORPORATION MEMBERS OR COMPANY DIRECTORS

(In the event of a joint venture, to be completed by all joint venture partners)

Name and Surname	Identity Number	Relevant qualifications and experience	Years of relevant experience

1. **SMME Status**

Provide details on the following

Sector/Sub-Sector in accordance with the Standard Industrial Classification	
Total Full-time Equivalent of paid Employees	
Total Annual Turnover	
Total Gross Asset Value	
Size or Class (Medium, Small, Very Small, Micro)	

NOTE: If all of the above does not adhere to the definition of a single class, use the total Annual Turnover only to decide on the class.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

NQUTHU LOCAL MUNICIPALITY
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CONSTRUCTION OF NYAKAZA COMMUNITY HALL

A24. TENDERER'S FINANCIAL STANDING

The tenderer must attach the annual financial statements for the preceding financial year to this page. This will be used to calculate the Current Ratio in order to assess the financial capability of the tenderer. Points will be allocated accordingly as per the functionality criteria on page 21.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

NQUTHU LOCAL MUNICIPALITY
CONTRACT NO: NQULM17/2023-2024

CONSTRUCTION OF NYAKAZA COMMUNITY HALL

A25. SOCIO ECONOMIC UPLIFTMENT STRATEGY

Attached hereto are my/our proposed socio-economic upliftment strategy. The strategy will as a minimum address items such as skills upliftment, training, sub-contracting, skilled and semi-skilled labour employment, procurement of local labour and material, employment of woman, youth and disabled, etc

Notes:

- a) The developer has commitment to utilising the local community resources and labour, and as such preference will be shown to bidder's who prioritise local employment.
- b) As part of the tender documentation a methodology is to be submitted proposing as to how the main contractor will deal with the social economic expectations of the surrounding community.

The proposal is to allow for a suitable employment ratio of local community members and any additional measures that will enable future local community upliftment.

- c) The main contractor is required to familiarise himself with the community and local authority to ascertain for himself the full extent of the community's requirements and minimum wages.
- d) The contractor shall appoint a community liaison officer and shall be responsible for all community negotiations etc.

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

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

NQUTHU LOCAL MUNICIPALITY
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CONSTRUCTION OF NYAKAZA COMMUNITY HALL

B1. CIDB CONTRACTOR REGISTRATION CERTIFICATE

A Certificate of Contractor's Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this page.

Where a tenderer satisfies CIDB Contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

NQUTHU LOCAL MUNICIPALITY
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CONSTRUCTION OF NYAKAZA COMMUNITY HALL

B2. TAX COMPLIANCE PIN

The bidder must submit a valid Tax Compliance Pin with the bid. Bidders should note that their tax compliance status shall be verified through the Central Supplier Database and SARS.

Where a Tax Compliance Pin is not submitted with the bid, the Department shall use the Central Supplier Database to verify the tax matters of the bidder.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

NQUTHU LOCAL MUNICIPALITY

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CONSTRUCTION OF NYAKAZA COMMUNITY HALL

B3. ADDITIONAL FUNCTIONALITY DOCUMENTS

- Bank Rating Certificate from a Registered Financial Institution. Append to Schedule 25.
- Tenderer's Occupational Health & Safety Policy
- Joint Venture agreement (if applicable) - append to Schedule A4
- A Certificate of Contractor Registration issued by the Construction Industry Development Board - append to Schedule B1

Part C1: Agreements and Contract Data

	<u>Page</u>
C1.1 Form Of Offer And Acceptance	78
C1.2 Contract Data	83 - 88
C1.3 Tenderer's Direct Participation of Targeted Labour	89
C1.4 Tenderer's Direct Participation of Targeted Enterprises	91
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NQUTHU LOCAL MUNICIPALITY
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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:

CONTRACT NO: NQULM17/2023-2024 - CONSTRUCTION OF NYAKAZA COMMUNITY HALL

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

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

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

.....
..... 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.

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

Name and address of Organisation:

.....

.....

.....

SIGNED BY WITNESS:

NAME

SIGNATURE

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 Returnable Documents as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule which must be duly signed by the authorised representative(s) of both parties.

The tenderer shall within two weeks of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), or when or just after this Agreement comes into effect, 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. 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 fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

SIGNED ON BEHALF OF/BY THE EMPLOYER:

NAME

SIGNATURE

CAPACITY

DATE

NQUTHU LOCAL MUNICIPALITY - address of Organisation

.....

.....

.....

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

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.

1. Subject
 Details

2. Subject
 Details

3. Subject
 Details

4. 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 Returnable Documents, 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.

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

SIGNED ON BEHALF OF/BY NQUTHU LOCAL MUNICIPALITY:

NAME

SIGNATURE

CAPACITY

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

NQUTHU LOCAL MUNICIPALITY
CONTRACT NO: NQULM17/2023-2024

CONSTRUCTION OF NYAKAZA COMMUNITY HALL

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) (year)

at (place)

SIGNED ON BEHALF OF/BY THE CONTRACTOR:

NAME

SIGNATURE

CAPACITY

SIGNED BY WITNESS:

NAME

SIGNATURE

NQUTHU LOCAL MUNICIPALITY
CONTRACT NO: NQULM17/2023-2024

CONSTRUCTION OF NYAKAZA COMMUNITY HALL

C1.2. Contract Data

Part 1: Contract Data Provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

General Conditions of Contract for Construction Works (Third Edition, 2015)

Prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and form the General Conditions of Contract for this contract. Copies of these Conditions of Contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, email:civilinfo@saice.org.za.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Engineer or the Employer.

The General Conditions of Contract 2015 makes references to the Contract Data for specific data, which, together with these conditions, collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Specific Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given is cross-referenced to the Clause in the General Conditions of Contract to which it mainly applies.

The following contract specific data are applicable to this Contract:

Clause	
1.1.1.7	The Principle Agreement of the General Conditions of Contract for Construction Works (2015), plus a signed full bid document, SANS 2001 standard(s) for construction works and signed Service Legal Agreement will act as a full legal document. Where applicable the provisions of Municipal Finance Management Act (MFMA) shall prevail.
1.1.1.13 5.14.5.2	The Defects Liability Period is 365 days after final completion per project.
1.1.1.14 5.14.1	The date for achieving Practical Completion is a date to be agreed between the Employer, the Engineer and the Contractor before the commencement of the works.
1.1.1.15 1.2.1.2	The Employer is NQUTHU LOCAL MUNICIPALITY , represented by Mr M. Nkala and/or such person or persons duly authorised thereto by the Employer in writing, and the legal successors in title of this person and is referred to in this Contract Document as "Employer".
1.1.1.16 1.2.1.2	The Engineer , referred to in the documents, is the firm of Consulting Engineers to be appointed by the Employer, acting through a Director, an Associate or an official authorised thereto in writing.
1.1.1.18	The time for obtaining final completion certificate is 365 calendar days after completion date per project.
1.1.1.26	The Pricing Strategy is Re-measurement Contract
1.1.1.28	<i>Replace with the following:</i> " Scope of Work " means the document(s) containing the Standard Specifications, the Project Particular Specifications and the Drawings, that specify and describe the Works which are to be provided, and any other requirements and constraint relating to the manner in which the work is to be carried out.
1.1.1.34	Add the following Clause after Clause 1.1.1.34 1.1.1.35 "Drawings" means all drawings, calculations and technical information (other than information contained in the Specifications) and any modifications thereof or additions thereto from time to time approved in writing by the Engineer or delivered to the Contractor by the Engineer.

1.2.1.2	<p>The name of the Employer is : NQUTHU LOCAL MUNICIPALITY</p> <p>The address of the Employer is : 83 Mdlalose Street, Nquthu, 3135</p> <p>The name of the Engineer is : Mvulo Consulting Engineers</p> <p>The address of the Engineer is : 75 Impala Drive; Hutten Heights; NEWCASTLE; 2940</p>
1.3.5	<p><i>Add the following to Clause 1.3.5:</i></p> <p>No part of any document or drawings issued with this enquiry may be copied, photographed or repeated in any manner or by any process without the written consent of the Engineer. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in the documents and drawings.</p> <p>The person, firm, or body to whom these documents are issued or made available shall be held jointly and severally responsible in their personal and corporate capacities for any contravention of the requirements of Clause 1.3.5. The recipients of these documents shall treat the documents as well as the details contained herein as private and confidential.</p>
3.2.3	<p>The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties:</p> <ol style="list-style-type: none"> 1. The reduction of a penalty for delay in terms of Clause 5.13.2. 2. The issuing of a variation order in terms of Clause 6.3.2. 3. Issuing of instructions to carry out work on a day work basis in terms of Clause 6.4.1.4. 4. The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.4. 5. The agreeing of the adjustment of the sums for general items in terms of Clause 6.11. 6. The inclusion of credits in the next payment certificate in terms of Clause 10.1.5.2.
3.2.2	<p><i>Delete and replace with:</i></p> <p>“Whenever the Employer’s agent intends, in terms of the contract, to exercise any discretion, or make or issue any ruling, contract interpretation or price determination, he shall first consult with the employer and the contractor in an attempt to reach agreement. Failing agreement, the Employer’s agent shall advise the Employer on contractual issues where after the Employer will make a final decision based on the advice of the Agent read with the MFMA. Only then will the Agent be allowed to issue a final instruction to the contractor.”</p>
3.2.3	<p><i>Add the following:</i></p> <p>“The Employer’s agent shall obtain written permission from the Employer for all variation orders where such variation order may have an impact on the contract duration, project cost, job creation or other legal implications related to the contract.”</p>
4.5	<p>Variations to the Conditions of Contract are:</p> <p>Add the following at the end of sub clause 4.5:</p> <p>"4.5.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p> <ol style="list-style-type: none"> (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act. (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. (iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. (iv) The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor. (v) The Contractor shall be obliged to report forthwith to the Employer and Engineer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations,

	<p>pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Engineer, of such investigation, complaint or criminal charge.</p> <p>4.5.4 The Contractor shall furthermore, in compliance with Constructional Regulations 2014 to the Act:</p> <p>(i) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 4(1)(a) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within fourteen (14) days after receiving a completed copy of the Agreement and shall be implemented and maintained from the Commencement of the Works.</p> <p>(ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Engineer, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."</p>																								
5.2.1	<p>Add the following:</p> <p>"The commencement date will be the date on which the site is handed over to the contractor by the Employer's agent, after been instructed by the Employer.</p>																								
5.3.1	<p>The documentation required before commencing with the Works are:</p> <ol style="list-style-type: none"> 1. Health and Safety Plan (Refer to Clause 4.3) 2. Initial programme (Refer to Clause 5.6) 3. Security (Refer to Clause 6.2) 4. Insurance (Refer to Clause 8.6) <p>Notwithstanding the above, the Contractor shall commence executing the Works within twenty-eight (28) days of the Commencement Date (site handover) or immediately after such time as the Contractor's health and safety plan has been approved and the initial requirements have been complied with.</p>																								
5.3.2	Time to Submit the documentation required before commencement of the Works is 14 days.																								
5.4	<p>Add the following clause after Clause 5.4.3:</p> <p>5.4.4 The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his/her own cost any additional facilities outside the Site required by him/her for the purposes of the Works.</p>																								
5.5.1	The Works shall be completed within the time frame stipulated during the allocation of work to the Contractor by the Employer, exclusive of the special non-working days and the year-end break and inclusive of the 28 day period referred to in Clause 5.3.1 above.																								
5.6.1	The Contractor shall deliver the programme of work within 14 days of the Commencement Date. The programme shall clearly show the order in which the Contractor proposes to carry out the work, including the critical path, the proposed rate of progress and a linked cash flow forecast. The programme shall be updated monthly.																								
5.8.1	<p>The special non-working days are:</p> <ol style="list-style-type: none"> 1. All gazetted public holidays falling outside the year end break. 2. The year-end break commencing on the 15th December and ending on 15th January or as agreed on a yearly basis depending on the yearly calendar. 																								
5.12.2.2	<p>Regardless of the cause of any delay an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Programme of Works (Clause 5.6.1).</p> <p>No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that Clause.</p> <p>The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts work on the critical path.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">January</td> <td style="width: 25%;">7 days</td> <td style="width: 25%;">May</td> <td style="width: 25%;">2 days</td> <td style="width: 25%;">September</td> <td style="width: 25%;">3 days</td> </tr> <tr> <td>February</td> <td>6 days</td> <td>June</td> <td>1 days</td> <td>October</td> <td>6 days</td> </tr> <tr> <td>March</td> <td>6 days</td> <td>July</td> <td>2 days</td> <td>November</td> <td>7 days</td> </tr> <tr> <td>April</td> <td>3 days</td> <td>August</td> <td>3 days</td> <td>December</td> <td>7 days</td> </tr> </table>	January	7 days	May	2 days	September	3 days	February	6 days	June	1 days	October	6 days	March	6 days	July	2 days	November	7 days	April	3 days	August	3 days	December	7 days
January	7 days	May	2 days	September	3 days																				
February	6 days	June	1 days	October	6 days																				
March	6 days	July	2 days	November	7 days																				
April	3 days	August	3 days	December	7 days																				

	<p>Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an extension of time be granted by the Engineer such extension of time will be added to the Time for Completion or set against any over-provision that may have occurred in the abovementioned schedule.</p> <p>It shall be further noted that where the critical path is not affected, no extension of time for <u>abnormal</u> climatic conditions or for any other reason will be entertained.</p>
5.13.1	The penalty for failing to complete the Works is R 1000.00 per day per project.
5.14.1	<p>The requirements for achieving Practical Completion are:</p> <p>1. The Community Hall must be signed off by the owner, the Engineer and the Contractor.</p>
5.16.3	The latent defects period is 5 years per project.
6.2	<p>The Deed of Guarantee is to be delivered to the Employer within 14 days of the Commencement Date. The Performance Guarantee shall be worded as set out in the document included in C1.5. The liability of the guarantee shall be for 10% of the Contract Price per project.</p>
6.2.2	<p>Delete and replace with:</p> <p>"If the contractors fail to submit the selected security within the time period indicated in 5.3.2, or if the performance guarantee differ substantially from the pro forma, the Employer may terminate the contract in terms of clause 9.2.</p>
6.8.2	<p>Price adjustment shall be in accordance with the Contract Price Adjustment Schedule included in the General Conditions of Contract.</p> <p>SCHEDULE WITH THE FOLLOWING VALUES.</p> <p>THE VALUE OF "X" IS 0.15 THE VALUE OF THE COEFFICIENTS ARE: a = 0.3 (LABOUR) b = 0.3 (CONTRACTOR' S EQUIPMENT) c = 0.35 (MATERIAL) d= 0.05 (FUEL)</p> <p>CONSUMER PRICE INDEX APPLIES AS FOLLOWS:</p> <p>PERIOD ONE (01) • BID PRICE(S) MUST BE FIXED FOR THE FIRST 12 MONTHS AFTER THE BASE MONTH WITH BASE MONTH BEING ONE MONTH PRIOR TO CLOSING OF BID EXCEPT FOR SPECIAL MATERIAL AS PER GCC 2015.</p> <p>PERIOD TWO (02) • BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE FOLLOWING 12 MONTHS WITH THE BASE MONTH BEING THE 12th MONTH OF PERIOD ONE (01)</p> <p>PERIOD THREE (03) • BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE REMAINING PERIOD WITH THE BASE MONTH BEING THE 12th MONTH OF PERIOD TWO (02)</p>
6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
6.10.1.5	The percentage advance on materials on site but not yet built into the Permanent Works is 80% (eighty percent). For material stored off site, proof of all risk insurance must be provided by the contractor.
6.10.3	The percentage retention on the amounts due to the Contractor is 10% to be reduced to 5% at works completion upon the issuing of Certificate of Completion. The balance of retention will be payable after final completion or expiry of the defects liability period as stated in 5.14.5.2.
6.11	<p><i>Add at end of paragraph 6.11:</i></p> <p>The principle agent together with the contractor, will monitor and ensure that the total value of variation orders does not exceed 10% of the contract value. If, during the execution of the contract, it became obvious that the 10% will be exceeded, written permission must be obtained from the client. It must be noted that a process will have to be followed in line with Council's policy. No guarantee can be given that the request for exceeding the 10%, will be approved. If it is not approved, the client reserves the right to reduce the scope of work to keep the final contract amount within the allowed 10%. If the contractor exceeds the allowed 10% without approval, Council will not entertain any claims for payment more than the contract amount plus 10%.</p>
7.5.1	<p><i>Add the following:</i></p> <p>"Provided further that if the Works or excavation(s) are not ready for inspection or are incorrect or are not in accordance with the drawings or specifications, the fruitless expenditure so incurred by the Engineer will be</p>

	for the Contractor's account. In such case a further adequate notice shall be given by the Contractor to the Engineer."
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is R Nil.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R0.00 -Nil.
8.6.1.3	The limit of indemnity for liability insurance is R5 000 000-00 for any single claim – the number of claims to be unlimited during the construction and Defects Liability period.
9.2.1	<i>Add the following Clauses after Clause 9.2.1.3.7:</i> 9.2.1.3.8 The Contractor fails to provide the required Guarantee and insurances within the prescribed time. 9.2.1.3.9 The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract. 9.2.1.3.10 An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.
10.3.1	Disputes are to be settled in terms of the General Conditions of Contract for Construction Works (2015), plus a signed full bid document, SANS 2001 standard(s) for construction works and signed Service Legal Agreement will act as a full legal document. Where applicable the provisions of Municipal Finance Management Act (MFMA) shall prevail.
11	<i>The additional Conditions of Contract are:</i> Contractor to Provide Everything Necessary The Contractor is to provide all labour, material, workmanship, machinery and everything which is or may be necessary in and for the execution and entire completion of the Contract in accordance with the Conditions of Contract, Drawings and Scope of Work.
12	<i>The additional Conditions of Contract are:</i> Details to be Confidential The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent of the Engineer.

Part 2: Data Provided by the Contractor

Clause											
1(1)(h) 1(2)	<p>The name of the Contractor is</p> <p>The address of the Contractor is</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Physical Address</td> <td style="width: 50%; border: none;">Postal Address</td> </tr> <tr> <td style="border: none;">.....</td> <td style="border: none;">.....</td> </tr> <tr> <td style="border: none;">.....</td> <td style="border: none;">.....</td> </tr> <tr> <td style="border: none;">.....</td> <td style="border: none;">.....</td> </tr> <tr> <td style="border: none;">.....</td> <td style="border: none;">.....</td> </tr> </table> <p>Telephone: Fax:.....</p> <p>Email:</p>	Physical Address	Postal Address
Physical Address	Postal Address										
.....										
.....										
.....										
.....										

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

NQUTHU LOCAL MUNICIPALITY
CONTRACT NO: NQULM17/2023-2024

CONSTRUCTION OF NYAKAZA COMMUNITY HALL

C1.3. Tenderer's Direct Participation Of Targeted Labour

1. Definitions

1.1 Targeted Labour

Individuals, employed by the contractor in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area

1.2 Target Group

For this project the contract does not specify the target group based on gender, age or disability. However, specifically excluded from the Target Group is the contractor's own staff unless such staff are also from the Target Area.

1.3 Target Area

For this project, the target area is defined as the relevant ward within NQUTHU LOCAL MUNICIPALITY in which the project falls.

1.4 Labour Maximisation

Labour maximization shall contribute a minimum of 5% of the value of works (excluding Provisional Sums specified by the Engineer for items with no local labour content and work by specialist subcontractors).

2. Conditions associated with the granting of preferences

The tenderer, undertakes to:

- 1) Engage one or more targeted labour in accordance with the provisions of the SANS 1914-4 as varied in section 3 hereunder;
- 2) Accept the sanctions set out in Section 2 below, should such conditions be breached;
- 3) Complete the Targeted Labour (CPG) calculation form contained in Section 4 below; and
- 4) Complete the Supporting Contract Participation Goal Calculation contained in Section 6 below.

3. Variation to the targeted construction procurement specification SANS 1914-4

The variations to SANS 1914-4 are set out below. Should any requirements of the variations conflict with requirements of SANS 1914-4 the requirements of the variations shall prevail

Calculations shall be based on the definition above, not as calculated in accordance with methods 1 or 2 in Annexure A of SANS 1914-4.

4. Sanctions

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reasons beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = 0,50 \times (D - D_o) \times N_A$$

Where D = tendered Contract Participation Goal percentage.
Do = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the contract.
NA = Net Amount (actual contract expenditure, adjusted to exclude non-applicable expenditure such as expenditure specified by the Engineer for items with no local

labour content, specialist contractors and supply of pipes by the Employer and excluding VAT)

P = Rand value of penalty payable

5. Tender Contract Participation Goal in respect of targeted labour

I/We hereby tender a Contract Participation Goal of% (minimum: 5%) in compliance with the Employer's Socio-Economic Requirements.

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm or sole proprietor confirms that he/she understands the conditions under which such preferences are granted.

Signature:

Name:

Duly authorized to sign on behalf of:
.....

Telephone:.....

Fax:.....

6. Supporting Targeted Labour (CPG) calculation

TYPE OF TARGETED LABOUR	WORKING HOURS	RATE	TOTAL WAGE COST
Permanent labour*			
Temporary labour			
SMME labour			
		Total	

*Note: A tenderer may only claim permanent staff as eligible for preference points if said staff are also from the Target Area. Permanent staff are considered to be those who have been continuously employed by the tenderer for at least three months prior to the commencement of this project.

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

NQUTHU LOCAL MUNICIPALITY
CONTRACT NO: NQULM17/2023-2024

CONSTRUCTION OF NYAKAZA COMMUNITY HALL

C1.4. Tenderer's Direct Participation of Targeted Enterprises

1. Definitions

1.1 Targeted Enterprise

The following definitions shall apply to this schedule:

SMMEs shall contribute 30% of the value of works excluding value of specialist work by subcontractors (of which at least 50% is to be contributed by BEs). SMME's and BE's must be sourced from within the NQUTHU LOCAL MUNICIPALITY.

1.2 Targeted Partners

Targeted partners have been defined for the contract. The tenderer may obtain a list of potential targeted partners from the NQUTHU LOCAL MUNICIPALITY.

2. Conditions associated with the construction participation goals (CPG)

The tenderer, undertakes to:

- 1) Engage one or more targeted enterprise in accordance with the provisions of the SANS 1914 -4 as varied in sections 3 hereunder; Deliver to the Employer, within 5 working days of being requested in writing to do so, a completed Joint Venture Disclosure Form (Annex D of SANS 1914-1) and a joint venture agreement, should a joint venture be proposed at prime contract level with Targeted Partners to satisfy Contract Participation Goal undertakings;
- 2) Deliver to the Employer, within 5 working days of being requested in writing to do so, a targeted Enterprise Declaration Affidavit in respect of all Targeted Enterprises engaged at prime contract level to satisfy Contract Participation Goal undertakings;
- 3) Accept the sanctions set out in Section 4 below should such conditions be breached;
- 4) Complete the Contract Participation Goal commitment form contained in Section 5 below; and
- 5) Complete the Supporting Contract Participation Goal Calculation contained in Section 6 below.

3. Variation to the targeted construction procurement specification SANS 1914-4

The variations to SANS 1914-4 are set out below. Should any requirements of the variations conflict with requirements of SANS1914-4 the requirements of the variations shall prevail.

Calculations of the contract participation goals shall be based as a % of targeted enterprises costs of the Net Amount (NA) and not calculated in accordance with methods 1 or 2 in Annexure A of SANS 1914-4.

4. Sanctions

In the event that the tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reasons beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

- Where
- $P = 0,50 \times (D - D_0) \times NA$
- D = tendered Contract Participation Goal percentage.
- $D_0 =$ the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the contract.
- NA = Net Amount (actual contract expenditure, adjusted to exclude non-applicable expenditure such as specialist contractors, expenditure specified by the Engineer for items with no local labour content and supply of pipes by the Employer and excluding VAT)
- P = Rand value of penalty payable

5. Contract Participation Goal in respect of targeted enterprises

I/We hereby tender a Contract Participation Goal of% (minimum: 30%).

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the tenderer confirms that he/she understands the conditions under which such Contract Participation Goals are approved and confirms that the tender satisfies the conditions pertaining to Contract Participation goals for direct participation of targeted enterprises.

Signature:

.....

Name:

.....

Duly authorized to sign on behalf of:

.....

Telephone:.....

Fax:.....

6. Supporting contract participation goal calculation

Only items to be sub-contracted should be listed below, value will depend on the allocation of work to the main Contractor.

SCHEDULE ITEM NO	NAME OF SMME/BE	ITEM DESCRIPTION/GOODS AND SERVICES TO BE PROVIDED	VALUE (RANDS)
	Not applicable at this stage		
Total			

Sub-contractors with the lower CIDB grading must be assisted by the main contractor such that they are able to upgrade to the next level of their current grading.

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

NQUTHU LOCAL MUNICIPALITY
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CONSTRUCTION OF NYAKAZA COMMUNITY HALL

C1.5. Performance Guarantee

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor: means:

Physical address:

“Employer” means: **NQUTHU LOCAL MUNICIPALITY**

“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/her affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his/her 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:.....

GUARANTOR (1)

SIGNATURE

DATE

CAPACITY

GUARANTOR (2)

SIGNATURE

DATE

CAPACITY

WITNESS (1)

SIGNATURE

WITNESS (2)

SIGNATURE

NQUTHU LOCAL MUNICIPALITY
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CONSTRUCTION OF NYAKAZA COMMUNITY HALL

C1.6. Adjudication

Adjudication shall be carried out in terms of Clauses 7, 8, 9 and 10 of the General Conditions of Contract.

The Disclosure Statement and the Adjudication Board Member Agreement to be used in this Contract are contained Appendices 4 and 5 of the General Conditions of Contract 2015.

NQUTHU LOCAL MUNICIPALITY
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CONSTRUCTION OF NYAKAZA COMMUNITY HALL

C1.7. Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN NQUTHU LOCAL MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

.....
(Contractor/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.

I,,
representing

....., as an employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an Occupational Health and Safety Agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at on the day of 20.....

SIGNED BY/ON BEHALF OF CONTRACTOR - MANDATORY

NAME

SIGNATURE

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Signed at on the day of 20.....

SIGNED BY/ON BEHALF OF NQUTHU LOCAL MUNICIPALITY

NAME

SIGNATURE

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Occupational Health and Safety Conditions

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he/she, his/her employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his/her employees and/or his/her sub-contractor/s.
11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

Part C2: Pricing Data and Bill of Quantities

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NQUTHU LOCAL MUNICIPALITY

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CONSTRUCTION OF NYAKAZA COMMUNITY HALL

C2.1. Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of Clause 8 of each of the SANS 1200 Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measures in accordance with the provisions of SANS 1200-A, General.
2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	per cent	m ² .pass	=	square metre-pass
h	=	hour	m ³	=	cubic metre
ha	=	hectare	m ³ .km	=	cubic metre-kilometre
kg	=	kilogram	MN	=	meganewton
kℓ	=	kilolitre	MN.m	=	meganewton-metre
km	=	kilometre	MPa	=	megapascal
km-pass	=	kilometre-pass	No.	=	number
kPa	=	kilopascal	Prov sum	=	Provisional sum
kW	=	kilowatt	P C sum	=	Prime Cost sum
ℓ	=	litre	sum	=	lump sum
m	=	metre	t	=	ton (1 000 kg)
mm	=	millimetre	W/day	=	Work day
m ²	=	square metre			

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.
5. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.sabs.co.za or www.iso.org for information on standards).
6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.
7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
8. **The quantities set out in the Pricing Schedule are not the final quantities and are only used for evaluation purposes only.** The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
10. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.

11. Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the SANS 1200 Standardised Specifications.

CONSUMER PRICE INDEX APPLIES AS FOLLOWS:

PERIOD ONE (01) • BID PRICE(S) MUST BE FIXED FOR THE FIRST 12 MONTHS AFTER THE BASE MONTH WITH
BASE MONTH BEING ONE MONTH PRIOR TO CLOSING OF BID EXCEPT FOR SPECIAL MATERIAL AS PER GCC 2015.

PERIOD TWO (02) • BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE FOLLOWING 12 MONTHS WITH THE BASE MONTH BEING THE 12th MONTH OF PERIOD ONE (01)

PERIOD THREE (03) • BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE REMAINING PERIOD WITH THE BASE MONTH BEING THE 12th MONTH OF PERIOD TWO (02)

The Tenderer shall price each item in the Bill of Quantities in **BLACK INK**.

NQUTHU LOCAL MUNICIPALITY

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CONSTRUCTION OF NYAKAZA COMMUNITY HALL

C2.2. Bill of Quantities

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ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SANS 1200A	<u>SECTION 1 : PRELIMINARY GENERAL</u>				
	PSA 8.2.1	Fixed-Charge Items				
1.1	8.3.1	Contractual Requirements	Sum	1,00		
	8.3.2	Establish Facilities on the Site				
1.2	8.3.2.1	Facilities for Engineer (SANS 1200AB)				
1.2.1	8.3.2.1 PSA 8.2.1(a)	a) Two contract name boards, furnished offices and meeting room.	Sum	1,00		
1.3	8.3.2.2	Facilities for Contractor				
1.3.1		a) Offices and storage sheds	Sum	1,00		
1.3.2		b) Workshops	Sum	1,00		
1.3.3		c) Ablution and latrine facilities	Sum	1,00		
1.3.4		d) Tools and equipment	Sum	1,00		
1.3.5		e) Water supply, electric power communications, dealing with water and access	Sum	1,00		
1.4	8.3.4	Remove Engineer's and Contractors site establishment on completion of works	Sum	1,00		
	PSA 8.2.2 & 8.4	Time-Related Items				
1.5	8.4.1	Contractual Requirements	Sum	1,00		
1.6	8.4.2	Operate and maintain facilities on Site	Sum	1,00		
1.7	PSAB 8.2.1 & 8.4.2.1	Facilities for Engineer for duration of construction (SANS 1200AB)				
1.7.1		a) Offices and storage sheds	Sum	1,00		
1.7.2	PSAB 8.2.1	b) Allowance of R250.00 per week for the Engineer's Representative's cellular phone and data usage	Weeks	32,00		
1.8	8.4.2.2	Facilities for Contractor, for duration of construction except where otherwise stated				
Total Carried Forward To Summary						

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ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.8.1		a) Offices and storage sheds	Sum	1,00		
1.8.2		b) Workshops	Sum	1,00		
1.8.3		c) Ablution and latrine facilities	Sum	1,00		
1.8.4		d) Tools and equipment	Sum	1,00		
1.8.5		e) Water supply, electric power, communications dealing with water and access	Sum	1,00		
1.8.6	PSA 8.4.2.2	f) Dealing with water	Sum	1,00		
1.9	8.4.3	Supervision	Sum	1,00		
1.10	8.4.4	Company and head office over head costs	Sum	1,00		
1.11		PROVISIONAL SUMS				
1.11.1	PSAB 8.2.2 (a)	Laboratory Testing (Required by the Engineer)	Prov Sum	1,00		30,000,00
1.11.2		Contractor's Commission on Item 1.15.1	%	30 000,00		
1.11.3	PSA 8.5 (c)	Provision for Community Liaison Officer	Prov Sum	1,00		32 000,00
1.11.4		Contractor's Commission on Item 1.15.5 - 1.15.7	%	32 000,00		
1.11.5		Engineer instruction	sum	200 000,00		200000,00
1.12	8,7	DAYWORKS				
1.12.1		Labour				
1.12.1.1		a) Foreman	Hr	40,00		
1.12.1.2		b) Unskilled : labourer	Hr	40,00		
1.12.1.3		c) Semi-skilled : bricklayer, section leader	Hr	10,00		
1.12.1.4		d) Skilled: artisan	Hr	10,00		
1.12.2		Plant				
1.12.2.1		a) Tractor loader backhoe (min 45 kW)	Hr	27,00		
1.12.2.2		b) Tiptruck (6m3)	Hr	27		
Total Carried Forward To Summary						

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ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.13	C3.1.7	Provisional Sum for conforming with the requirements of EPWP	Prov Sum	1,00		50 000,00
1.13.1		E/O Item 1.17 for Contractor's overheads, charges and profit	%	50 000,00		
1.14		Provisional Sum for PSC Requirements	Sum	1,00		10 000,00
1.14.1		E/O Item 1.18 for Contractor's overheads, charges and profit	%	10 000,00		
1.15		Borehole				
1.15.1		Provisional Sum for Geohydrological investigation, testing, equipping, pipework, valves, mechanical and electrical installations for Borehole including a two 50000 litres water tank elevated water tank installation and stand, external 32mm diameter hdpe pipework and fittings including 2No. standpipes.	Sum	3500 000,00		350 000,00
Total Carried Forward To Summary						

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ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2	SABS 1200 C	SECTION 02: SITE CLEARANCE				
		CLEAR SITE				
2.1	8.2.1	Clear and grub	ha	0,9		
2.2	8.2.9	Transport material and debris to unspecified site and dump (provisional).	t.km	4500		
2.3	8.2.10	Remove topsoil to nominal depth of 150mm and stockpile	m³	1350		
Total Carried Forward To Summary						

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ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3		SECTION 03: EARTHWORKS				
		EXCAVATIONS				
3.2		EXCAVATION, FILLING, ETC				
3.2.1		Excavation in earth not exceeding 2m deep				
3.2.1.1		Trenches	m ³	540		
3.2.1.2		Pit	m ³	150		
3.2.2		WORKING SPACE EXCAVATIONS				
		Back excavation of vertical sides of excavation in earth not exceeding 500mm deep for working space, including backfilling compacted to 95% Mod AASHTO density				
3.2.2.1						
3.2.2.1.1		For placing and removing formwork to walls etc 200mm away from excavated face exceeding 1.5m and not exceeding 3m deep	m ³	115		
3.2.3		EXCAVATIONS IN STRATA OF A MORE DIFFICULT CHARACTER				
3.2.3.1		Extra over trench and hole excavations in earth for excavation in				
3.2.3.1.1		Soft rock	m ³	250		
3.2.3.1.2		Hard rock	m ³	850		
3.2.3.1.3		Extra over all excavations for carting away				
3.2.3.1.4		Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m ³	54		
3.2.4		Risk of collapse of excavations				
3.2.4.1		Sides of trench and hole excavations not exceeding 1,5m deep	m ²	85		
3.2.5		Keeping excavations free of water				
3.2.5.1		Keeping excavations free of all water other than subterranean water				
3.4		FILLING ETC				
3.4.1		Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 95% Mod AASHTO density				
3.4.2		Under floors, steps, pavings, etc	m ³	115		
Total Carried Forward						

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ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3.4.3		Backfilling to trenches, holes, etc	m ³	185		
3.4.4		Earth filling supplied by the contractor, compacted to 95% Mod AASHTO density (G6)				
3.4.7		Under floors, steps, pavings, etc	m ³	385		
3.5		Coarse river sand filling compacted to a density of at least 95% Mod. AASHTO				
3.5.1		Under floors etc	m ³	85		
3.6		Prescribed density tests on filling:				
3.6.1		Modified AASHTO Density test	No	9		
3.6.2		Field Density test, including "Optimum Moisture Content" (four readings per test)	No	1		
3.7		SOIL POISONING				
3.7.1		Soil insecticide				
3.7.1.1		Soil Poisoning: Under floors etc, including forming and poisoning shallow furrows against foundation walls etc, filling infurrows and ramming	m ²	464		
3.7.1.2		To bottoms and sides of trenches etc	m ²	311		
Total Carried Forward						

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ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
4.1		<p>SECTION 04: Septic tank, soaker way, sewer pipe and aprons</p> <p>The subcontractor shall supply and contract brickwork and pipework and valves for the septic tank and soaker way the rate shall cover testing equipping etc</p>	sum	300000,00		R300,000,00
Total Carried Forward						

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ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
5	SANS 1200 G	SECTION 05: CONCRETE (STRUCTURAL)				
5.1		CONCRETE, FORMWORK AND REINFORCEMENT				
5.1		UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES				
5.1.1		10MPa/20mm concrete				
5.1.1.1		Surface blinding under footings and bases (Provisional)	m ³	5		
5.1.2		20Mpa/19mm concrete				
5.1.2.1		REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES				
5.1.3		25MPa/19mm concrete				
5.1.3.1		25 Mpa: 700x300mm Strip footings	m ³	31		
5.1.4		150mm Thick reinforced concrete to slab	m ³	75		
5.1.4.1		125mm Surface bed Slab	m ³	16		
5.1.5		REINFORCED CONCRETE				
5.1.5.1		25MPa/19mm concrete				
5.1.5.1.1		Ramps	m ³	1		
5.1.5.1.2		Stair Case	m ³	2		
5.1.5.1.3		500x530mm Concrete bases	m ³	8		
5.1.5.1.4		Concrete aprons cast in panels, laid to fall in 1:200, with control joints filled with polysulphide sealant, every 3000mm centres.	m ³	9		
5.2		CONCRETE SUNDRIES				
5.2.1		Finishing top surfaces of concrete to a Class U2 wood float finish				
5.2.2		Surface beds, slabs, etc to falls	m ²	590		
5.3.2		Edges, risers, ends, reveals, etc. not exceeding 300mm high or wide	m	16		
5.3		FORMWORK				
5.3.1		Soffit of slabs	m ²	39		
Total Carried Forward						

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ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
5.3.2		Edges, risers, ends, reveals,etc. not exceeding 300mm high or wide	m	16		
5.4		Movement joints				
5.4.1		Movement joint not exceeding 300mm high formed of 20mm bitumen impregnated softboard placed vertically in position between concrete surfaces	m	16		
5.5		SMOOTH FORMWORK (DEGREE OF ACCURACY 1)				
5.5.1		Rough formwork to soffits				
5.5.1.1		Ramps with sloping soffits propped up not exceeding 1.5m high	m ²	109		
5.6		REINFORCEMENT (PROVISIONAL)				
5.6.1		Mild / High tensile steel reinforcement:				
5.6.1.1		Reinforcement bars of all diameters (Y10 Bars)	t	2,5		
5.6.2		Fabric reinforcement				
5.6.2.1		Type 193 fabric reinforcement in concrete surface	kg	950		
Total Brought Forward						

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ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SECTION 06: MASONRY				
6		MASONRY				
6.1		FOUNDATIONS (Provisional)				
6.1.1		Brickwork of NFX bricks (14 MPa nominal compressive strength) in class 1 mortar including galvanised crimp wire wall ties (7 per m2 laid staggered)				
6.1.2		One brick walls	m ²	229		
6.1.3		Brick Pier	m ³	51		
6.2		SUPERSTRUCTURE				
6.2.1		150mm Blockwall in partitioning	m ²	56		
6.2.2		190mm Blockwork to walls	m ²	510		
6.2.3		190mm Blockwork Gable Ends	m ³	35		
6.2.4		190mm Blockwork to Beam filling	m ³	35		
6.3		Blockwork reinforcement				
6.3.1		150mm Wide reinforcement built in horizontally	m	2356		
6.4		Galvanised hoop iron cramps, ties, etc:				
6.4.5		30 x 1.6mm Roof tie 1,5m long with one end built 6 courses into brickwork and other end wrapped around and spiked to timber rafters.	m	175		
6.5		Prestressed fabricated lintels				
6.5.1		150 x 75mm Lintels in lengths not exceeding 3m	m	25		
6.6		Turning pieces				
6.6.1		230mm Wide turning piece to lintels etc	m	46		
6.7		Air bricks etc				
6.7.1		229 x 152mm Terra-cotta vermin proof air brick	No	25		
6.7.2		Brick-on-edge header course copings, sills, etc., of "Corobrick Firelight Travertine FBX" face bricks pointed with recessed joints on all exposed faces				
6.7.3		220mm wide window sill set sloping and slightly projecting (refer architect's specification)	m	28		
Total Carried Forward						

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ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
6.8		FACE BRICKWORK				
6.8.1		Corobrick FBA "PC 7500 for face) face bricks pointed with recessed horizontal and vertical joints				
6.8.2		Extra over brickwork for face brickwork	m ²	102		
6.9		Brick-on-edge header course copings, sills, etc., of "Corobrik Firelight Travertine FBX" face bricks pointed with recessed joints on all exposed faces				
6.9.1		220mm wide window sill set sloping and slightly projecting (refer architect's specification)	m	153		
Total Carried Forward To Summary						

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ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SECTION 07: ROOF COVERINGS ETC				
		ROOF COVERINGS ETC				
7		ROOF SHEETING AND ACCESSORIES				
7.1		0.8mm thick Chromadeck ISOQ230, Z275 roof sheeting screw fixed to purlins as per specialist detail.				
7.1.1		Roof covering with pitch not exceeding 27 degree, in transportable lengths not exceeding 20m. The description includes all related items.	m ²	1010		
7.1.2		Ridge capping 450mm girth	m	29		
7.1.3		Narrow and broad flute closers	m	29		
7.1.4		0.27mm Custom formed aluminium edge flashing(girth 120mm) with colour bond finish to both sides	m	29		
7.1.5		Edge Flashing	m	60		
7.2		Ridge Closers				
7.2.1		SONDOR' corrugated pattern Polyclosers under ridge capping etc	m	29		
7.3		ROOF AND WALL INSULATION				
7.3.1		Sisalation 420 or equal and approved heavy industrialgrade aluminium foil based insulation				
7.3.2		Insulation laid taut over purlins (at approximately 1200mm centres) and fixed concurrent with roof covering, including galvanised steel straining wires	m ²	1010		
Total Carried Forward						

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ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SECTION 08: DRIVEWAY				
8		ROADWAY				
8.1	SABS 1200	Earthworks				
8.1.1		Construction of SubBase from Rip and Recompact to 90% mod AASHTO density				
8.1.2	8.3.5	Rip and recompact 150mm layer for driveway and parking	m ³	380		
8.1.2	8.3.3	Construct base with G7 material from commercial sources:				
8.1.2.1		150 mm to main carriageways	m ³	270		
8.1.2.2	8.3.9	Overhaul	m ³	11000,00		
Total Carried Forward						

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ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SECTION 09: PARKING				
9		Parking				
9.1	SABS 1200	Earthworks				
9.1.1		Construction of SubBase from Rip and Recompact to 90% mod AASHTO density				
9.1.2	8.3.5	Rip and recompact 150mm layer for driveway and parking	m ³	120		
9.1.2	8.3.3	Construct base with G7 material from commercial sources:				
9.1.2.1		150 mm to main carriageways	m ³	120		
9.1.2.2	8.3.9	Overhaul	m ³	3600,00		
Total Carried Forward						

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ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SECTION 10: FENCING				
	10	FENCING				
10.1		Security fencing, gates, etc including two coats aluminium paint on metal stays, framing, etc				
10.1.1		Security fencing 1800mm high formed of "Weldmesh Type B" 90x50x2,5mm diameter galvanised tie tightly stretched and secured to, and including four 4mm diameter galvanised tie wires spaced at 125mm centres to the top and bottom straining wires and at 300mm centres to the in remediate straining wires, and with 720mm high protection above fencing comprising three strands of 1,6mm galvanised double strand wire tightly stretched and secured to post with 600mm diameter flat wrap barbed wire vertical loops fixed to same and top bottom of "Weldmesh" fencing with 1,6mm galvanised tying wire, with and including intermediate posts at not exceeding 3000mm centres, and including clearing fence line of all vegetation for 2000mm width and roughly reducing or making up levels as necessary not exceeding 300mm deep	m	380		
10.1.2	10.	Extra for gate or end post with one stay	No	9		
10.1.3		Extra for straining or corner post with two stays	No	8		
10.1.4		Double Gate size 6000x1800mm high, formed of 50mm diameter x 2,8mm thick tubular frame mitred and flush welded at angles with one 50mm diameter x 2,8mm thick brace scribed, mitred and welded into corners, the gate covered with 50x50x2,5mm diameter "Weldmesh" securely bound to frame with 2mm diameter galvanised binding wire, the extensions each three times holed for and including three strands of galvanised and twisted double strands of barbed wire vertical loops fixed to same and to bottom of "Weldmesh" fencing with 1,6mm galvanised tying wire, the gate fitted with two 20mm diameter adjustable hinges each 300mm girth with one end threaded for and fitted with nut, locknut and washes and other end forged around stile and with 10mm diameter galvanised mild steel collar forged around and welded to stile above hinge, 10mm diameter galvanised mild steel semi-circular lock surround 450mm girth, with each end welded to stile, fit gate with galvanised mild steel locking device formed of two 10mm plates each size 295x100mm high either side of gate and drilled for 40mm diameter chain hole, with 10x50x100mm flat bar welded between locking plates and with 10mm diameter pivot 100mm long welded on between locking plates including holing one side and 10x30mm stop 130mm long welded to gate post and weld to opening stile 20mm diameter x 300mm long galvanised mild steel drop bolt, together with two 25mm diameter galvanised mild steel pipe ferrules each 1500mm long with ends embedded in and including concrete blocks in ground	No	1		
Total Carried Forward						

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ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SECTION 12: PLUMBING AND DRAINAGE				
12		PLUMBING AND DRAINAGE				
		SOIL DRAINAGE				
12.1		Excavations				
12.1.1		Excavate not exceeding 2m deep for drain trenches	m ³	14		
12.1.2		Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m ³	1		
12.1.3		Under floors etc	m ²	15		
12.1.4		To bottoms and sides of trenches etc	m ²	10		
12.2		Class 34 uPVC pipes				
12.2.1		b) 110mm dia.	m	136		
12.2.2		Extra over items 5.1, 5.2 and 5.3 for uPVC fittings				
12.3		(a) Channel Junctions				
12.3.2		160 x 110 mm dia. Y junction	No	8		
12.4		Extra over for benching within manholes:				
12.4.1		160 x 110 mm dia. channel junction	No	2		
Total Carried Forward						

ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SECTION 13: PLUMBING AND DRAINAGE				
	13	PLUMBING AND DRAINAGE				
		RAINWATER DISPOSAL				
13.1		Seamless Aluminium				
13.1.1		enamel finish fixed with concealed brackets (all to	m	56		
13.1.2		Extra over eaves gutter for outlet for 100 x 75mm rectangular down pipe	No	8		
13.1.3		Extra for stopped end	No	8		
13.1.4		Extra for angle	No	16		
13.1.5		Extra over rainwater pipe for bend	No	6		
13.1.6		Extra over rainwater pipe for shoe	No	6		
13.1.7		100 x 75mm rectangular rainwater pipes with 20 x .6mm brackets to wall	m	24		
13.2		SANITARY FITTINGS				
13.2.1		Franke stainless steel				
13.2.1.1		CMP Series 300" stainless steel single end bowl sink and drainer 1000mm long x 600mm wide and set in top of timber fitting (Elsewhere measured)	No	1		
13.2.1.2		Franke CNTX600 Grade 304 18/10 stainless steel 32mm diameter straight grab rail with Franke fine grip (Code;359912) size 600 x 950mm deep, plugged and screwed to the wall with stainless steel screws.	No	2		
13.2.2		Vaal Wash hand basin				
13.2.2.1		Vaal Sanitaryware wash hand basin with one piece pressed bowl and 50mm splashback and radius apron. Fixed to the wall with 200mm mild steel (galvanised) or stainless steel square tubing brackets welded to the underneath of the basin. Standard 40mm waste outlet	No	6		
Total Carried Forward To Summary						

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ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
13.2.3		Vaal				
13.2.3.1		WC suite comprising white vitreous china pan with P trap, 9 litre low-level white vitreous china cistern complete with valveless siphonic fitting, ball valve and matching flush pipe, purpose made chromium plated side flush lever fixed to a wall and heavy duty white single flap seat	No	7		
13.2.3.2		Hygiene 270 x 130 x 130mm Toilet Paper Roll holder code TR2NS-ST	No	5		
13.3		Bidvest Steiner's				
13.3.1		Bidvest Steiner 310 x 160 x 60mm refillable liquid soap dispenser	No	2		
13.4		Vent Pipe				
13.4.1		Vent pipe as per Architect's Specification, including forming opening through the concrete slab.	No	8		
13.5.		Sanitary fittings Sundries				
13.5.1		Butyl rubber				
13.5.1.1		32 x 40mm ' P or S ' trap jointed to waste outlet fittings and uPVC pipes including clamps, etc	No	6		
13.6		TAPS, VALVES, ETC				
13.6.1		Cobra Watertech				
13.6.1.1		111-20 star pillar tap	No	12		
13.6.1.2		BIB Tap	No	2		
13.7		uPVC pipes				
13.7.1		50mm Pipes	m	16		
13.7.2		80mm Pipes	m	8		
13.7.3		110mm Pipes	m	16		
13.8		Extra over uPVC pipes for fittings				
13.8.1		50mm Bend	No	16		
13.9		SANITARY PLUMBING				
13.9.1		WATER SUPPLIES				
13.9.1.1		Class 2 copper pipes				
13.9.1.1.1		15mm Pipes	m	16		
Total Carried Forward To Summary						

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ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
13.9.1.1.2		22mm Pipes	m	8		
13.10.1		Extra over class 2 copper pipes for capillary fittings				
13.10.1		15mm Fittings	No	8		
13.10.1.1		22mm Fittings	No	16		
13.10.1.2		28mm Fittings	No	16		
13.10.1.3		Testing water pipe system	Item	1		
13.11.1		FIRE SERVICE				
13.11.1.1		TESTING				
13.11.1.1.1		Provide all necessary apparatus, water, etc. for and test the whole of the Sanitary Plumbing, Water Supply and Fire Service installations to the satisfaction of the Representative/Agent and the Local Authority, rectify all defective work free of charge and leave in perfect order	Item	1		
13.12		FIRE APPLIANCES ETC				
13.12.1		Chubb				
13.12.1.1		Everyway hose reel complete with 30m plastic hose, chromium plated stopcock, shut-off nozzle and wall bracket	No	1		
13.12.1.2		9kg dry chemical portable fire extinguisher	No	2		
Total Carried Forward						

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ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SECTION 14: CARPENTRY AND JOINERY				
14		CARPENTRY AND JOINERY ROOFS, ETC				
14.1		Sawn softwood				
14.1.1		38 x 114mm Wall plates	m	74		
14.1.2		50 x 76mm Purlins not exceeding 6.6 m in length, to	m	367		
14.1.3		manufacturer's specification				
14.1.4		Rafters	m	53		
14.2		Sundries				
14.2.1		Two coats ABE Provinite on wrought timbers	m ²	75		
14.2.2		Teco two way hurricane clips secured to purlins and trusses at every intersection externally and internally galvanised wire is to be used	No	240		
14.3		PREFABRICATED TIMBER ROOF TRUSSES, ETC				
14.3.1		Design and supply plate nailed timber roof trusses				
14.3.1.1		Double pitched prefabricated plate nailed roof truss spanning approximately 10175mm and 1489mm high, truss to be hoisted and fixed approximately 3m above ground level as per manufacture's details. The description includes all related items.	No	28		
14.3.1.2		Double pitched prefabricated plate nailed roof truss spanning approximately 10500mm and 1289mm high, truss to be hoisted and fixed approximately 3m above ground level as per manufacture's details. The description includes all related items.	No	24		
14.4		EAVES, VERGES, ETC				
14.4.1		Allowance for the issue of TR1 and TR2 certificates after completion of entire installation, signed by a competent person	Item	1		
14.5		Everite medium density plain nutec-cement				
14.5.1		12 x 225mm Medium density fibre-cement fascia boards (Product No.041-202) with aluminium H-profile fascia joiners (Product No. 685-195), drill for and fix with hot-dip galvanised drive screws and washers	m	59		
Total Carried Forward						

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ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
14.6		DOORS, ETC				
14.6.1		Saligna 'BLACO' framed, ledged, braced & battened door with 110 x40mm styles & top rail, 150 x 20mm middle ledge, 225 x 20mm bottom ledge, 110 x 20mm braces & min. x 20 T.G. & V jointed battens, hung to steel frame.				
14.6.2		(D1) Double Door Size 1600 x 2032m high, as per Architect's Specification.	No	4		
14.6.3		(D3) Hardwood timber door size 900x2100mm, As per architect details.	No	2		
14.7		Solid flush panel doors				
14.7.1		(D4)Door Size 813 x 2032mm high SEMI SOLID CORE door with marine plywood veneer on both sides, as per Architect's Specification.	No	2		
14.7.2		(D6)Door Size 813 x 1880mm high SEMI SOLID CORE door with marine plywood veneer on both sides, as per Architect's Specification.	No	5		
14.8		SKIRTINGS				
14.8.1		Wrought meranti				
14.8.1.1		19 x 75mm Skirtings including 19mm quadrant bead plugged	m	84		
14.9		SUNDRIES				
14.9.1		Hall				
14.9.1.1		Plastic Chair - Black Injection Molded Plastic Chair Which Are Stackable For Easy Storage.	No	400		
14.9.1.2		1,8m Folding table for easy storage - black	No	12		
14.9.2		Kitchen				
14.9.2.1		400l frost-free top fridge bottom freezer combination fridge. Metal graphite, digital inverter compressor and easy slide shelf	No	1		
14.9.2.2		built-in kitchen with double sink	Sum	1		
14.9.2.3		4 plate eletrical stove	No	1		
Total Carried Forward						

**CONTRACT NO: NQULM17/2023-2024
CONSTRUCTION OF NYAKAZA COMMUNITY HALL**

ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SECTION 15: PAINTWORK				
15		PAINTWORK, ETC TO NEW WORK ON				
15.1		Prepare and apply one coat primer to SABS 1416 "Plascon Plaster Primer(UC56) and two Double velvet. Code "Y5-E2-3 unless otherwise staed on indicated parttioning plan. Please refer to Architects specification(WF1)				
15.1.1		Internal Walls	m ²	605		
15.1.2		External Walls	m ²	590		
15.1.3		PLASTER BOARD SURFACES WITH PLASCON VIP One coat primer to SABS 1416 and two coats "double velvet range" paint to SABS Grade 1 semi gloss				
15.1.4		Ceilings and Cornices	m ²	415		
15.2		METAL SURFACES WITH				
15.2.1		Windows	m ²	19		
15.2.2		One coat calcium plumbate primer to SABS 912, one undercoat toSABS 681 Type II and two coats gloss alkyd enamel paint to SABS 630 Type 1 on galvanised steel				
15.2.3		On Burglar Bars	m ²	18		
Total Carried Forward						

CONTRACT NO: NQULM17/2023-2024
 CONSTRUCTION OF NYAKAZA COMMUNITY HALL

ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SECTION 16: CEILING, PARTITIONS AND ACCESS FLOORING				
16		CEILINGS, PARTITIONS AND ACCESS FLOORING				
16.1		NAILED UP CEILINGS				
16.1.1		GyprocRhinoCell Prestige J flush jointed ceiling 9,5mm thick tapered edge.	m ²	475		
16.1.2		Extra over ceiling for 600x600mm trap door.	No	4		
16.2		Brits Insulation				
16.2.1		Isotherm 100mm thick polyester thermal ceiling insulation laid on ceilings (measured nett)	m ²	475		
Total Carried Forward						

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CONSTRUCTION OF NYAKAZA COMMUNITY HALL**

ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SECTION 17: IRONMONGERY				
		IRONMONGERY				
15		HINGES, BOLTS, ETC				
15.1		Union				
15.1.1		100mm Heavy Duty hinges welded in position as per architect's specification	No	41		
15.2		EN-SUITE LOCKS				
15.2.1		Union				
15.2.1.1		Four lever mortice lockset (2247-7855) with CP on brass Gower Lever handles CB862-05h	No	13		
15.2.1.2		Three lever mortice lockset (2247-7855) with CP on brass Gower Lever handles CB862-05h	No	5		
15.3		LETTERS, NAMEPLATES, ETC				
15.3.1		4mm Perspex signs painted white on back with letters and numerals reverse engraved and painted black				
15.3.1.1		OFFICE 1	No	1		
15.3.1.2		kitchen	No	1		
15.3.1.3		Male sign	No	1		
15.3.1.4		Female sign	No	1		
15.3.1.5		PARAPLEGIC Sign	No	2		
15.3.1.6		Adjustable blinds with vertical fabric louvre blades set in natural anodised aluminium top track and bottom guide with mechanism permitting sliding and rotating blades from fully open to fully closed, with top track and bottom guide plugged to wall				
15.4		SUNDRIES				
15.4.1		Solid				
15.4.1.1		Door stop (CZ8731CH) fixed with counter sunk-sunk bolt into anchor bolt	No	13		
Total Carried Forward						

**CONTRACT NO: NQULM17/2023-2024
CONSTRUCTION OF NYAKAZA COMMUNITY HALL**

ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SECTION 18: METALWORK				
18.1		METALWORK				
18.1.1		HOT DIPPED GALVANIZED STEEL WINDOWS, DOORS, ETC				
18.1.2		Galvanised steel door 3000x2465mm with 650x650mm side light including door frame.	No	4		
18.1.3		Galvanised security gate size 1100x2100mm to be made up with 20mm solid square rods and be fixed to the wall with 2x8mmraw bolts per hinge	No	2		
18.2		Natural anodized aluminium frame window with 2 top hung window panels & 2 fixed window panels				
18.2.1		Window (W1) Size 2000 x 1200mm high - as per Architect's schedule	No	6		
18.2.2		Window (W2) Size 1200 x 1000mm high - as per Architect's schedule	No	2		
18.2.3		Window (W3) Size 1500 x 1000mm high - as per Architect's schedule	No	2		
18.2.4		Window (W4) Size 1200 x 600mm high - as per Architect's schedule	No	4		
18.2.5		Window (W5) Size 533 x 600mm high - as per Architect's schedule	No	5		
18.3		DOOR FRAMES				
18.3.1		Standard 1.2mm thick single rebated pressed mild	No	9		
18.3.2		Double rebated door frame size 1600x2100mm Hot dippedgalvanised mild steel and apply one coat red oxide or zinc chromate primer before delivery	No	4		
Total Carried Forward						

ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SECTION 19: GLAZING				
	19	GLAZING				
19.1		GLAZING TO STEEL WITH PUTTY				
19.1.1		4mm Toughened Froasted Glass				
19.1.1.1		Panes exceeding 0,5m2 and not exceeding 2m2	m ²	37		
19.2		6mm Silvered float glass copper backed mirrors with polished edges holed for and fixed with chromium plated dome capped mirror screws with rubber buffers to plugs in brickwork or concrete				
19.2.1		Mirror 450 x 600mm high with four screws	No	6		
Total Carried Forward						

CONTRACT NO: NQULM17/2023-2024
 CONSTRUCTION OF NYAKAZA COMMUNITY HALL

ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SECTION 20: FLOORING COVERINGS, PLASTICS LININGS, ETC				
20		FLOOR COVERINGS, PLASTIC LININGS, ETC				
20.1		FLOOR COVERINGS				
20.1.1		High traffic epoxy floor paint 2.5 to 3mm thick as per specialists specifications				
20.1.1.1		35mm Granolithic screed				
20.1.1.1.1		On floors	m ²	90		
20.2		Timber Floor Tiling				
20.2.1		On Stage	m ²	46		
20.3		Floor Tiling				
20.3.1		Porcelain Tile 600mm x 600mm	m ²	327,818		
Total Carried Forward						

CONTRACT NO: NQULM17/2023-2024
 CONSTRUCTION OF NYAKAZA COMMUNITY HALL

ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SECTION 21: WATERPROOFING				
21		WATERPROOFING				
21.1		DAMP-PROOFING OF WALLS AND FLOORS				
21.1.1		One layer of 375 micron "Consol Plastics Brikgrip DPC" embossed damp proof course				
21.1.2		In walls	m ²	14		
21.1.3		One layer of 250 micron "Consol Plastics Gunplas USB Green" waterproof sheeting sealed at laps with "Gunplas Pressure Sensitive Tape"				
21.1.4		Under surface beds	m ²	591		
21.2		JOINT SEALANTS ETC				
21.2.1		Silicone sealing compound including backing cord, bond breaker, primer, etc				
21.2.1.1		In joints between window or door frames and concrete or brickwork	m	196		
Total Carried Forward						

CONTRACT NO: NQULM17/2023-2024
 CONSTRUCTION OF NYAKAZA COMMUNITY HALL

ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	PARTIC SPEC PSV	<u>SECTION 22 :</u> <u>SPECIFICATION FOR HEALTH & SAFETY</u> (OHS ACT)				
	PSV 1-11	<i>Compliance with OHS Act and Construction Regulations 2014</i>				
	PSV 11.2.1	FIXED CHARGE ITEMS				
22.1		a) Preparation of Health & Safety Plan	Sum	1,00		
22.2		b) Health & Safety Training	Sum	1,00		
22.3		c) Personal Protective Clothing and Equipment	Sum	1,00		
22.4		d) Fences, Signs & Barricades	Sum	1,00		
22.5		e) Establishment of Safety Administration	Sum	1,00		
22.6		f) Other Health & Safety Fixed Charge Obligations	Sum	1,00		
22.7		g) Permanent issue of overalls and appropriate safety footwear to all temporary employed labourers	Sum	1,00		
		TIME RELATED ITEMS				
22.8		a) Implementation & Maintenance of Health & Safety Plan	Sum	1,00		
22.9		b) Implementation & Maintenance of Training	Sum	1,00		
22.10		c) Maintenance of Personal Protective Clothing & Equipment	Sum	1,00		
22.11		d) Maintenance of Fences, Signs and Barricades	Sum	1,00		
22.12		e) Implementation & Maintenance of Safety Administration	Sum	1,00		
22.13		f) Other Health & Safety Time-related Obligations	Sum	1,00		
22.14		g) Permanent issue of overalls and appropriate safety footwear to all temporary employed labourers	Sum	1,00		
Total Carried Forward						

Summary of Bill of Quantities

BILL OF QUANTITIES	AMOUNT
TOTAL FOR SECTION NO 1 : PRELIMINARY AND GENERAL	R
TOTAL FOR SECTION NO 2 : SITE CLEARANCE	R
TOTAL FOR SECTION NO 3 : EARTHWORKS	R
TOTAL FOR SECTION NO 4 : EARTHWORKS (TANK)	R
TOTAL FOR SECTION NO 5 : CONCRETE (STRUCTURAL)	R
TOTAL FOR SECTION NO 6 : MASONRY	R
TOTAL FOR SECTION NO 7 : ROOF COVERINGS	R
TOTAL FOR SECTION NO 8 : DRIVEWAY	R
TOTAL FOR SECTION NO 9 : SEGMENTED PAVING	R
TOTAL FOR SECTION NO 10 : FENCING	R
TOTAL FOR SECTION NO 11 : PLASTERING	R
TOTAL FOR SECTION NO 12 : PLUMBING AND DRAINAGE (SOIL DRAINAGE)	R
TOTAL FOR SECTION NO 13 : PLUMBING AND DRAINAGE	R
TOTAL FOR SECTION NO 14 : CARPENTRY AND JOINERY	R
TOTAL FOR SECTION NO 15 : PAINTWORK	R
TOTAL FOR SECTION NO 16 : CEILING, PARTITIONS AND ACCESS FLOORING	R
TOTAL FOR SECTION NO 17 : IRONMONGERY	R
TOTAL FOR SECTION NO 18 : METAL WORK.....	R
TOTAL FOR SECTION NO 19 : GLAZING.....	R
TOTAL FOR SECTION NO 20 : FLOORING COVERINGS, PLASTIC LININGS.....	
TOTAL FOR SECTION NO 21 : WATERPROOFING.....	
TOTAL FOR SECTION NO 22 : SPECIFICATION FOR HEALTH & SAFETY (OHS ACT).....	R
NETT TOTAL OF TENDER	R
ADD CONTINGENCIES (10% OF SUB-TOTAL):	R
Allow the sum of 10% (ten percent) of the above Sub-total for Contingencies to be spent as the Engineer may direct and to be deducted in whole or in part if not required.	
TOTAL INCLUDING CONTINGENCIES	R
ALLOWANCE FOR VAT 15%	R
FORM OF OFFER AND ACCEPTANCE	R

NQUTHU LOCAL MUNICIPALITY
CONTRACT NO: NQULM17/2023-2024

CONSTRUCTION OF NYAKAZA COMMUNITY HALL

Declaration

(In respect of completeness of Tender)

NQUTHU LOCAL MUNICIPALITY
83 Mdlalose Street
Nquthu
3135

I/we, the undersigned, do hereby declare that these are the properly priced Bill of Quantities forming Part C2.2 of this Contract Document comprising 186 pages + the Bill of Quantities comprising 32 pages in consecutive order upon which my/our tender for the **CONTRACT NO: NQULM17/2023-2024- CONSTRUCTION OF NYAKAZA COMMUNITY HALL** has been based.

SIGNED BY/ON BEHALF OF TENDERER

NAME

SIGNATURE

DATE

Part C3: Scope Of Work**Description of the Works**

Part C3: Scope of Work

	<u>Page</u>
C3.1 Description Of The Works	137
C3.2 Engineering	138
C3.3 Procurement	139
C3.4 Construction	140
C3.5 Management	173

Status

In the event of any discrepancy between the Scope of Works and a part or parts of the SANS Standardized Specifications, the Bill of Quantities or the Drawings, the Project Specifications shall take precedence and prevail in the Contract.

NQUTHU LOCAL MUNICIPALITY
CONTRACT NO: NQULM17/2023-2024

CONSTRUCTION OF NYAKAZA COMMUNITY HALL

C3.1. Description of the Works

C3.1.1 Employer's Objectives

The objective of the employer is to build the Nyakaza Community Hall, in the process the aim also is to create employment and upliftment opportunities for local communities and contractors within the area of Nquthu.

The employer's objectives are to deliver functional and cost-effective public infrastructure in terms of building standards.

C3.1.2 Overview of the Works

The work to be carried out includes the following:

- Construction of the hall;
- Ablution facilities;
- Guard house;
- Access gravel road;
- Gravel parking area.

C3.1.3 Extent of the Works

The Works to be carried out by the Contractor under this Contract comprise mainly the following:

- a) Construction of the hall;
- b) Ablution facilities;
- c) Guard house;
- d) Access gravel road and parking area.

C3.1.4 Location of the Works

The work to be undertaken is located within jurisdiction of Nquthu.

C3.1.5 Description of Site and Access

There are no restrictions to the site access.

C3.1.6 Temporary Works

Temporary works will comprise of dealing with water whilst excavating trenches for foundations and toilet pits.

During the construction the Contractor will ensure that the area is barricaded and safe for the public at all times.

NQUTHU LOCAL MUNICIPALITY**CONTRACT NO: NQULM17/2023-2024****CONSTRUCTION OF NYAKAZA COMMUNITY HALL****C3.2. Engineering****C3.2.1 Design Services and Activity Matrix**

The responsibilities for design are as follows:

Permanent Works:

Assessment, Concept and Preliminary Design	Employer/Engineer
Documentation to tender stage	Employer/Engineer
Detail design to approved for construction stage	Employer/Engineer
Temporary works	Contractor
Preparation of as-built drawings	Contractor
Preparation of record drawings	Employer, the Contractor however has to provide the relevant information to the Employer to compile the record drawings

C3.2.2 Employer's Design

The entire Permanent Works have been designed by the Employers representative, i.e. the Engineer.

C3.2.3 Contractor's Design

The Contractor will supply a typical layout for accommodation of traffic. Only after approval of these he will be given access to the site. Any alterations to this layout need to be approved by the Engineer and Employer.

C3.2.4 Drawings

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

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

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

The Employer reserves the right to issue amended and/or additional drawings during the Contract.

C3.2.5 Design Procedures

All statutory requirements shall be taken into consideration.

NQUTHU LOCAL MUNICIPALITY
CONTRACT NO: NQULM17/2023-2024

CONSTRUCTION OF NYAKAZA COMMUNITY HALL

C3.3. Procurement

C3.3.1 Preferential Procurement Procedures

C3.3.1.1 Requirements

The work shall be executed in accordance with the conditions associated in this document.

C3.3.1.2 Resource Standard Pertaining to Targeted Procurement

Refer to C1.3.

C3.3.2 Subcontracting

C3.3.2.1 Scope of Mandatory Subcontract Works

Not applicable.

C3.3.2.2 Preferred Subcontractors / Suppliers

Refer to C1.4.

C3.3.2.3 Subcontracting Procedures

Subcontractors shall submit a Health and Safety Plan to be approved by the Engineer.

C3.3.2.4 Attendance on Subcontractors

Not applicable.

NQUTHU LOCAL MUNICIPALITY
CONTRACT NO: NQULM17/2023-2024

CONSTRUCTION OF NYAKAZA COMMUNITY HALL

C3.4. Construction

C3.4.1 Works Specifications

C3.4.1.1 Applicable SANS 2001 Standards

The following SANS 2001 standard(s) for construction works are applicable:

SABS 1200 A	:	General (1986)
SABS 1200 C	:	Site clearance (1980)
SABS 1200 D	:	Earthworks (1988)
SABS 1200 DB	:	Earthworks (pipe trenches) (1989)
SABS 1200 G	:	Concrete
SABS 1200 GB	:	Concrete (Ordinary Building)
SABS 1200 LB	:	Bedding (pipes) (1983)
SABS 1200 LD	:	Sewers (1982)

The term "project specification" must be replaced by "scope of works" wherever it appears in these standardized specifications.

C3.4.1.2 Particular Specifications

The following Particular Specifications for work not covered by the SABS 1200 standardized Specifications are also included hereunder:

C3.4.1.3 Applicable National and International Standard

C3.4.1.3.1 Other Applicable Specifications

- SANS 10100 The Structural Use of Concrete
- SANS 10155 Accuracy in Building
- SANS 10160 Procedures & Loading to be Adopted in Design of Buildings
- SANS 10164 The Structural Use of Masonry
- SANS 2001 Standardised specification of Civil Engineering Construction
- SANS 10400 The Application of the National Building Regulations
- PW 371 Specification of Materials and Methods to be used
- NHBRC Quality Control

C3.4.1.4 Variations and Additions to the SANS 1200 Standardised Specifications

Variations and additions to the following SANS 1200 Standardized Specifications listed in C3.4.1 are given in section C3.45.

C3.4.2 Site Establishment

C3.4.2.1 Services and facilities provided by the Employer

a) Water sources

Potable water is available at the site at the Nquthu reservoirs and on the reticulation pipeline running parallel to the site. The Contractor must make arrangements with the Operations and Maintenance Department of Nquthu Municipality to obtain a metered connection for the supply of potable water for human consumption by the workforce

No warranty is offered or given by the Employer that the existing available reticulated water supply will necessarily be adequate for the Contractor's purposes nor that such supply is in any way guaranteed.

b) Electricity supply

A reticulated electrical power supply is available in the vicinity of the Site.

The Contractor shall make his own arrangements concerning the supply of electricity. The Contractor will be required to pay all the requisite connection and consumption charges for whatever temporary electricity supplies he may require for his use on the site. No direct payment will be made for the provision of electricity. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which this service is required, or in the Contractor's preliminary and general items as the case may be.

c) Excrement disposal

The Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all human excrement and similar matter generated on the Site during the course of the Contract, to the satisfaction of the Engineer and the responsible health authorities in the area of the Site.

The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

No separate payment will be made to the Contractor in respect of discharging his obligations in terms of this subclause and the costs thereof shall be deemed to be included within the Contractor's tendered Preliminary and General Items.

d) Area for contractor's site establishment

The contractor may erect his site offices and storage depot within the boundaries of the area indicated by the Engineer at the clarification meeting or at the site handover meeting. The contractor shall submit a general layout drawing to a scale of not less than 1:200 to the Engineer for approval before any work on the camp or offices is commenced.

No housing is available and the Contractor shall make his own arrangements to house his employees and transport them to and from the site. All arrangements for housing workmen shall be made in accordance with and subject to applicable regulations and requirements.

The Contractor shall use this area only for the purposes of erecting his site offices, workshops, stores and other facilities required for the execution of the Contract. The Contractor shall not use the area nor allow it to be used for any purposes not directly associated with the execution of the Contract.

The Contractor shall be responsible for arranging, at his own cost, for the provision of all services he may require in the area, as well as elsewhere on the Site.

Should the Contractor deem the area made available by the Employer to be inadequate or unsuitable for the Contractor's particular needs, then the Contractor shall be at liberty to make his own arrangements with the owners of other sites which he considers are better suited to his needs; provided always that the use by the Contractor of any area other than that made available to him by the Employer shall be subject to the prior written approval of the Engineer, which approval shall not be unreasonably withheld; and provided further that the Contractor shall have no claim against the Employer in respect of any costs incurred by him, either directly or indirectly in consequence of utilising any area other than that made available to him by the Employer, and which costs exceed those costs allowed for by the Contractor in his Tender.

C3.4.2.2 Facilities provided by the Contractor**a) Facilities for the Engineer**

Part C3: Scope Of Work

Construction

The Contractor shall provide on the Site, for the duration of the Contract and for the exclusive use of the Engineer and/or his Representative (as applicable), the various facilities described hereunder. All such facilities shall be provided promptly on the commencement of the Contract and failure on the part of the Contractor to provide any facility required in terms of this specification shall constitute grounds for the Engineer to withhold payment of the Contractor's tendered Preliminary and General items until the facility has been provided or restored as the case may be.

(i) Office accommodation

The Contractor shall provide on the Site 1 x office for the exclusive use of the Engineer. Such office(s) shall comply with and be furnished in accordance with the requirements of sub-clause PSAB3.2 of SABS 1200 AB. The Contractor shall maintain the office(s) in accordance with the requirements of sub-clause 5.2 of SABS 1200 AB.

Such office accommodation shall be provided within the Contractor's site establishment facilities.

(ii) Carports

The Contractor shall provide on Site 1 x carports for the exclusive use of the Engineer, in accordance with the requirements of sub-clause PSAB 3.3 of section C3.4.6 of the scope of Works.

(iii) Site meeting venue

The Contractor shall provide within his own site establishment facilities, a suitably furnished office or other venue capable of comfortably accommodating a minimum of **ten** (10) persons at site meetings. The Engineer shall be allowed free use of such venue for conducting any other meetings concerning the Contract at all reasonable times.

(iv) Contract name boards

The Contractor shall provide, erect and maintain 2 x contract name boards at such positions and locations as are directed by the Engineer, in accordance with the requirements set out in SABS 1200 AB (as amended).

The Contractor shall before ordering or manufacturing any such contract name boards, obtain the Engineer's written approval in respect of all names and wording to appear on the contract name boards.

The Contractor shall keep the contract name boards in good state of repair for the duration of the Contract and shall remove them on completion of the Contract.

(v) Survey equipment and assistants

Nil

(vi) Telephone facilities

The Contractor shall provide his own telephone facilities on site. Monthly airtime will be provided by the Contractor for the use of the Employers Agent. An item has been included in the Bill of Quantities to cover the costs.

- (vii) Computer facilities

Nil

- (viii) Fax facilities

- Nil

- (ix) Electricity supply for the Engineer

All electricity supply to the Engineer's office(s), whether provided by the Contractor by way of a reticulated supply from a local authority or other authorised electricity supply, or by way of on-site generators, shall be regulated by the Contractor to within limits such as to prevent damage due to fluctuations in the electrical current supply that may occur to any electrical plant and equipment provided by the Contractor or the Engineer.

The Contractor shall be liable for and pay to the Engineer on demand, all costs that the Engineer may incur in the repair or replacement of any electrical equipment provided by the Engineer on the Site. Reliance by the Contractor on the regulation of the electrical supply by the supplier or on current regulators fitted to generators shall not absolve the Contractor of his liabilities in terms of this Subclause and, where appropriate, the Contractor shall provide and install at his own cost, all such electrical current-regulating equipment as is necessary to prevent damage to the said equipment.

- (x) Site instruction book

The Engineer shall supply a site instruction book for specific use on the Site.

The Contractor shall supply a triplicate book for site correspondence and inspection requests to the Engineer's Representative.

- (xi) Housing for Engineer's Representative

Nil

b) Water

The Contractor shall, at his own expense, be responsible for obtaining and distributing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use, as well as for making all arrangements in connection therewith. The Contractor shall further, at his own expense, be responsible for providing all necessaries for procuring, storing, transporting and applying water required for the execution of the Contract, including but not limited to all piping, valves, tanks, pumps, meters and other plant and equipment, as well as for all work and superintendence associated therewith.

The sources of all water utilised for the purposes of the Contract shall be subject to the prior approval of the Engineer, which approval shall not be unreasonably withheld.

The Contractor shall comply with all prevailing legislation in respect of drawing water from natural and other sources and shall, when required by the Engineer, produce proof of such compliance. The

distribution of water shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

All water provided by the Contractor for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials and shall comply with any further relevant specifications of the Contract. The Contractor shall, whenever reasonably required by the Engineer, produce test results demonstrating such compliance. Water provided by the Contractor for human consumption shall be healthy and potable to the satisfaction of the health authorities in the area of the Site.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of water, the costs of which will be deemed to be included in the Contractor's tendered rates.

c) Electricity

The Contractor shall, at his own expense, be responsible for obtaining and distributing all electricity as he may require for the purposes of executing the Contract, including electricity for both construction purposes and domestic use, as well as for making all arrangements in connection therewith.

The distribution of electricity shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of electricity, the costs of which will be deemed to be in the Contractor's tendered rates and prices.

d) Excrement disposal

The Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all human excrement and similar matter generated on the Site during the course of the Contract, to the satisfaction of the Engineer and the responsible health authorities in the area of the Site.

The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

No separate payment will be made to the Contractor in respect of discharging his obligations in terms of this subclause and the costs thereof shall be deemed to be included within the Contractor's tendered Preliminary and General Items.

C3.4.2.3 Permits and wayleaves

Before construction of the Works, or any phase of the Works, the Contractor shall contact all relevant parties and authority officials to establish the existence of existing services on site. The Contractor shall be responsible for obtaining permission to proceed. No claims shall be lodged by the Contractor for delays in obtaining these permissions.

C3.4.2.4 Features requiring special attention

a) Site maintenance

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

(b) Testing and quality control

(i) "JOINT" SITE LABORATORY

Notwithstanding the requirements of the Specifications pertaining to testing and quality control, an approved independent "joint" site laboratory will be engaged by the Client

to undertake all testing of materials, the results of which are specified in, or may reasonably be inferred from, the Contract. These results will be taken into consideration by the Engineer in deciding whether the quality of materials utilised and workmanship achieved by the Contractor comply with the requirements of the Specifications.

(c) Subcontractors

All matters pertaining to subcontractors (including Nominated Subcontractors) and the work executed by them shall be dealt with directly between the Engineer and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Engineer will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors and the Engineer will not become involved.

(d) Access to properties

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working. In this respect the Contractor's attention is drawn to Clause 8.1.2 of the Conditions of Contract.

If, as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

Notwithstanding the foregoing, the Contractor may, with the prior approval of the Engineer (which approval shall not be unreasonably withheld), make arrangements with and obtain the acceptance of the occupiers of erven and properties to close off part of a street, road, footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration, and reopens the route as punctually as possible. Where possible, such streets, roads, footpaths and entrances shall be made safe and reopened to traffic overnight. Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs, drums and other safety measures appropriate to the circumstances shall be provided by the Contractor to suit the specific conditions.

(f) Existing residential areas

Electricity and water supply interruptions in existing residential areas shall be kept to a minimum. The Engineer's approval shall be obtained prior to such interruptions and residents shall be notified in writing at least 24 hours but not more than 48 hours in advance. Supplies shall be normalised by 16:00 on the same day.

(h) Employment of local labour

The Tenderer shall limit the utilisation of his permanently employed personnel to Key Personnel, such as Contracts Managers, Site Agents, Foremen, Supervisors, Plant Operators, Materials and Survey Technicians, Artisans, Trainers, Buyers, Storemen and the like should such expertise not be available out of the community. All other local personnel and labourers shall be recruited locally as set out in 3.3.3.1 and C 3.3.3.2.

The Tenderer shall make maximum use of the human resources existing in the local community. The Tenderers shall apply to the employment labour desk, conveyed by the Steering Committee for details of those labourers who are available in the area of work and he shall provide preference to those labourers identified by the Steering Committee.

The employment of labour from outside the local area will only be considered and permitted by the Engineer in the event of:

- a) the unavailability of sufficient numbers of local labourers to execute the work;
- b) the unavailability within the local community of the required skills necessary for the execution of specific portion of work, and where the completion period does not permit the creation of the necessary skills through training.

In both cases the Tenderer shall prove to the satisfaction of the Engineer that he has exercised his best endeavours and taken all reasonable actions to recruit local labour.

The Tenderer shall maintain accurate and comprehensive daily records of all labour engaged on the tender and shall submit to the Engineer at two weekly intervals detailed labour returns substantiating the actual numbers of labourers employed, the amounts actually paid in respect thereof, and details of the various activities undertaken by the labourers.

The employment of casual labour will be done in co-operation with community leaders and local structures. The Tenderer shall ensure that all remuneration paid to employees is in line with the relevant sectorial determination in terms of the Basic Conditions of Employment Act, No 75 of 1997, as determined by the Department of Labour.

(j) Monthly statements and payment certificates

The statement to be submitted by the Contractor in terms of Clause 6.10 of the Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Engineer, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the Engineer's payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Engineer for the purposes of accurately reflecting the actual quantities and amounts which the Engineer deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Engineer within three (3) normal working days from the date on which the Engineer communicated to the Contractor the adjustments required. The Contractor shall submit to the Engineer five (5) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Engineer the requisite copies of the adjusted statement for the purposes of the Engineer's payment certificate will be added to the times allowed to the Engineer in terms of Subclause 6.10.4 of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

(k) Construction in restricted areas

Working space is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices tendered will be deemed to include full compensation for any difficulties encountered by the Contractor while working in restricted areas. No extra payment or any claim for payment due to these difficulties will be considered.

(l) Notices, signs, barricades and advertisements

All notices, signs and barricades, as well as advertisements, may be used only if approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Engineer shall have the right to instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

(m) Workmanship and quality control

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

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Engineer for examination and measurement, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

(n) Survey Control and Setting Out of the Works

Before commencement of work, the Contractor shall liaise with the Engineer to establish and verify the position and level of benchmarks, and the status of all boundary pegs. The Contractor shall record the exact position of all erf pegs on a marked-up print of the site.

On Completion of the contract, the pegs that have been unavoidably disturbed will be replaced by the Employer. Pegs which have, in the opinion of the Engineer, been disturbed due to the negligence of the Contractor, will be replaced at the Contractor's cost.

C3.4.2.5 Extension of time due to abnormal rainfall

Any extension of time in respect of wet climatic conditions granted in terms of this clause shall not be deemed to take into account delays experienced by the Contractor in repairing or reinstating damage to or physical loss of the Works arising from the occurrence of abnormal climatic conditions. Extension of time in respect of any such repairs or reinstatement regarding damage shall be the subject of a separate application for extension of time in accordance with the provisions of Clause 8 and Clause 10 of the Conditions of Contract.

C3.4.3 Construction Equipment

C3.4.3.1 Requirements for Equipment

Equipment, expected for road building purposes will be required for the project.

C3.4.4 Existing Services

The Contractor shall familiarize himself with all existing services and liaise with all relevant authorities for the location and detection of existing services. The Contractor shall also use all necessary means to locate and expose services without damage to such services.

C3.4.5 Variations and Additions to the SANS 1200 Standardised Specifications

SABS 1200 A		General
SABS 1200 AB	:	Engineer's office
SABS 1200 C		Site clearance
SABS 1200 D		Earthworks
SABS 1200 DB	:	Earthworks (foundation)
SABS 1200 DM	:	Earthworks (tank)
SABS 1200 G	:	Concrete (Structure)
SABS 1200 GB	:	Concrete (Structure)
SABS 1200 LB	:	Bedding (pipes)
SABS 1200 LC	:	Cable ducts
SABS 1200 LE	:	Stormwater drainage

The following variations and additions to the SANS 1200 Standardized Specifications referred to above apply to this Contract. The prefix PS indicates an amendment to SANS 1200. The letters and numbers following these prefixes respectively indicate the relevant Standardized Specification and clause numbers in SANS 1200 to which the variation or addition thereto applies.

VARIATIONS AND ADDITIONS TO THE STANDARD SANS 1200 SPECIFICATIONS**SABS 1200 A: GENERAL****PSA2.8 Schedule of Quantities****PSA2.8.1 Principle:**

Items which are designated as provisional quantities or provisional in the Bill of Quantities are intended to provide for works, the need or extent of which cannot be forecast. Work scheduled as such shall only be undertaken on the written instruction of the Engineer and, where applicable, shall be paid for at the tendered rate or in the absence of rates shall be valued in accordance with the relevant clause of GCC 2015.

The Bill of Quantities shall not be used for ordering purposes and no liability or responsibility shall be admitted by the Engineer in respect of materials ordered or procured by the Contractor on the basis of the Bill of Quantities.

PSA3 MATERIALS**PSA3.1 Material Quality**

The Engineer will take samples from stockpiles of proposed construction materials on site and from the completed layer works. Approval will not be granted for samples delivered direct to the Engineer's office. The Contractor shall be responsible for the cost of all failures on test samples and control testing.

All pipes, fittings and materials used in the Works, must bear the official standardisation mark of Standards South Africa where applicable. The mark on a pipe shall be visible from above after the pipe is laid.

Rubber articles, including pipe insertion or joint rings shall be stored in a suitable shed and kept away from sunlight, oil or grease.

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

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

Materials shall be handled with proper care at all times. Under no circumstances may materials be dropped from vehicles. Large pipes shall be lifted or lowered only by means of suitable hoisting equipment.

PSA5.2 Watching, Barricading, Lighting

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

From the time any portion of the Works commences, until the Completion of the Works and the issue of the Certificate of Completion of the Works, the Contractor shall be responsible for protecting the property of the Employer and all persons having business on the Site from anything dangerous or likely to cause damage or injury. The Contractor shall take all practical precautions to avoid nuisance or inconvenience to the owners or occupier of properties near

to the Site and to the public generally whilst carrying out the Works and shall at all times keep the Site clean and, in a safety, and satisfactory condition.

PSA5.7 HEALTH AND SAFETY

The contractor shall abide by the provisions of the Occupational Health and Safety Act.

PSA7 TESTING

PSA7.1 Testing Principles

Every completed layer or section of the Works shall be subject to check testing by the Contractor. Once the Contractor is satisfied with the standard of the Works, the Engineer will be requested to perform acceptance testing for the particular section. When giving notice, the Contractor shall provide the Engineer with the results of the check testing indicating that the Work is to specification.

Failure by the Contractor to notify the Engineer or to provide the required information or, where specified, to perform the required test, will be grounds to exempt the Employer from payment for the associated work and for all subsequent work which would be affected by the failure of the Work to be tested.

The Engineer will be under no obligation to the Contractor to perform the tests. If the Engineer elects not to perform a particular test after notification by the Contractor, the Contractor will be issued with a written instruction to proceed with the relevant works without the acceptance test being performed.

Nothing contained in this clause will relieve the Contractor of any responsibilities under the specification or in any way limit the tests, which the Engineer may call for or perform in terms of the specification.

PSA7.2 Approved Laboratories

Acceptance testing shall be done by a laboratory selected by the Engineer. The Engineer requires twenty-four hours' notice from the Contractor in order to perform the relevant acceptance test.

All acceptance testing by the Engineer shall be paid by the Contractor. The costs of such tests which meet the specification requirements will be reimbursed to the Contractor in the monthly payment certified. This payment shall consist of a billed amount plus the tendered mark-up.

A Provisional Sum has been provided in Section 1 of the Bill of Quantities to allow for the cost of such testing.

The Contractor shall make due allowance for testing procedures in the construction programme.

PSA8.2 PAYMENT

PSA8.2.2 Time-Related Items

Add the following:

Where extension of time is approved, payment for time-related items shall only be applicable to working days as defined in the Contract.

PSA8.5 COMMUNITY LIASON OFFICER

An allowance of **R4 000.00 per month** for the Community Liaison Officer (CLO) shall be reimbursed through the contract.

PSA8.5 Allowance for In-service Training

Nil

PSA8.8.4 Existing Services

The tendered rate for the item shall further cover the cost of backfilling the excavation with selected material compacted to 90% AASHTO density, keeping the excavation safe and taking care that the services are not damaged in any way. No direct payment will be made for the protection of such services.

PSA8.8.4 MAINTAINING DRIVEWAY ACCESS TO PROPERTIES

The tendered rate for the item shall cover the cost of maintaining adequate access to adjacent private properties, to the road being constructed, throughout the duration of construction, to the satisfaction of the property owner and engineer.

PSA8.8.4 REINSTATEMENT OF DRIVEWAY ACCESS TO PROPERTIES UPON COMPLETION

The tendered rate for the item shall cover the cost of reinstating driveway access to adjacent private properties, to the road being constructed, upon completion of construction, to the satisfaction of the property owner, in writing.

PSA9* RECORD DRAWING INFORMATION

As the Works are progressing, the Contractor shall mark on a special set of drawings, all as-built details and submit them to the Engineer's Representative for approval on a monthly basis. No extra payment shall be made for preparation of these as-built plans.

The Certificate of Completion shall only be issued once all the as-built information has been received and verified by the Engineer.

PSA10* CLEARANCE OF SITE ON COMPLETION

The Contractor shall obtain, from each property owner listed in the Project Specification as being affected by the Works, a certificate to the effect that the property owner is satisfied with the standard of reinstatement of any fences, boundary walls or structures, compensation paid for loss or damage to stock, crops or property, material spoiled on their properties or any other condition affecting their properties as a result of the operations of the Contractor.

All such certificates must be lodged with the Engineer before the Certificate of Completion will be issued.

PSA11* SITE INSTRUCTIONS

The Engineer shall supply a site instruction book for specific use on the Site. All instructions given by the Engineer's Representative must be confirmed and countersigned by the Engineer.

The Contractor shall supply a triplicate book for site correspondence and inspection requests to the Engineer's Representative. Reasonable notice time shall be allowed prior to inspections. All inspections requests and approval/disapproval thereof shall be recorded by the Site staff in writing.

PSA12* SURVEY

Add before the first sentence:

"The Contractor will be required to set out the various sections of the Works in the order that he proposes to undertake the work as per his programme, at least one week prior to commencing

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work on these sections, to enable the Engineer to check the design proposals in the field and thereafter to make any minor changes which he may deem necessary. Any additional survey work or setting out required as a result of these changes shall be undertaken on a daywork basis.”.

Provide positions of any visible water pipelines, pipe markers, valve chambers or fire hydrants in the defined survey area.

Identify Existing Power Lines and provide positions of all pylons, poles, substations, mini subs and transformers.

Identify Existing Telephone Lines and provide positions of all poles, distribution points and manholes.

Survey data will be submitted in an ASCII format as well as the output of the software used by the surveyor (Modelmaker tot file, Civil Designer DTM file etc) and will include all triangulations (TIN) joining the actual ground observations.

Drawings will be submitted in DXF format as well as the standard format of the drafting program used by the surveyor.

Full description of all codes and descriptions must accompany the survey data.

Time allowance for the engineer to analyse the survey data; compare quantities with the Contractor and production of necessary construction drawings must be catered for.

SABS 1200 AB: ENGINEER'S OFFICE
PSAB MATERIALS**PSAB3.1 NAME BOARDS**

Add the following:

Erection of the Contractor's name board of maximum size 3 x 3 m will be allowed in the area of the Works, at a position approved by the Engineer, who may at any time order its removal if any objections are received.

Two Employer's name board shall be erected within one month of the commencement of construction and shall be placed where ordered by the Engineer. Any damage to this board shall be repaired within 14 days of a written instruction received from the Engineer.

The board shall be manufactured from materials specified in Clause 3.1 of SABS 1200 AB but shall conform in the painting, decorating and detail with the recommendations for the Standard Board of the South African Association of Consulting Engineers.

All name boards shall be removed 14 days prior to the date of the Final Approval Certificate.

PSAB3.2 OFFICE BUILDING(S)

The Contractor shall supply, maintain and service a boardroom for 20 m² minimum floor area able to seat 10 people or joint use by him and the Employer. This room shall be equipped with adequate lighting, chairs, tables, heater/air condition, a 2 m² notice board, a 2 m² whiteboard and two suitable power points

The Contractor shall supply, maintain and service one office of minimum size 10m² with lighting for the **sole** use of the Engineer's Representative and the Employer. In addition to the furniture stated the following items shall be installed in the office:

- One desk and 2 chairs
- One plan rack
- One notice board of 2 m² size
- One whiteboard of 2 m² size
- Two power points
- Heater/air conditioner

The Contractor shall also supply and maintain one corrugated iron covered carport with closed sides and gravelled floor for the sole use of the Engineer's Representative and the Employer.

PSAB4 PLANT**PSAB4.1 TELEPHONE**

Replace clause 4.1 with the following:

A cellular telephone allowance of R1 000.00 per month for calls by the Engineers' Representative shall be reimbursed through the Contract.

PSAB5.6* SURVEY EQUIPMENT

Nil

SABS 1200 C: SITE CLEARANCE**PSC2 INTERPRETATIONS**

Add the following:

This specification must be read together with the applicable clauses of the Environmental Management Plan (EMP).

PSC3.1 Disposal of Material

Material obtained from clearing and grubbing and demolition of structures shall be disposed of at an appropriate dump site located by the Contractor and approved of by the Engineer.

PSC 5 CONSTRUCTION**PSC 5.1 AREAS TO BE CLEARED AND GRUBBED**

Substitute the first sentence with the following:

Unless otherwise indicated by the Engineer the areas to be cleared shall consist of the full road servitude and if specified by the Engineer the spoil areas. The Contractor may proceed with clearing and grubbing after the handover of the site. Measurement and payment for clearing and grubbing shall only occur for areas as required in writing by the Engineer.

Substitute the last paragraph with the following:

The Contractor shall program his work in such a manner that re-clearing will not be necessary. The cost of re-clearing shall be borne by the Contractor.

PSC 5.2 CUTTING OF TREES**PSC 5.2.3 Preservation of Trees****PSC 5.2.3.2 Individual trees**

Add the following paragraph:

Trees outside the site boundaries of the works shall be left standing and undamaged, except where otherwise ordered by the Engineer in writing.

PSC 8.2.5 Take Down Existing Fences

Add the following paragraph:

The rate tendered should include the reinstating of fences to the original quality prior to any construction activities.

SABS 1200 D: EARTHWORKS**PSD3 MATERIALS****PSD 3.1 CLASSIFICATIONS FOR EXCAVATION PURPOSES****PSD 3.1.1 Method of Classifying**

In addition to the contents of this sub-clause, the Contractor shall take note of the following:

Classification of material other than soft excavation shall be agreed upon before excavation shall be commenced.

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

PSD 3.3 SELECTION**PSD 3.3.1 General**

Substitute the second paragraph with the following:

The Contractor shall deal selectively with material from general excavation. Any imported material in the terrace construction that does not comply with the minimum requirements for the layerworks, shall be removed and replaced with suitable material, all at the Contractor's expense.

The Contractor shall deal in such a way with materials from all excavations on site or pipe trenches to ensure that usable material is not contaminated with unsuitable material. If usable material is contaminated, such contaminated material shall be removed and replaced with suitable material, all at the Contractor's expense. No additional payment shall be made in respect of this and all relevant costs shall be deemed to be included in the tendered rates.

All unsuitable material shall be removed prior to importing fill material to such areas.

PSD 5 CONSTRUCTION**PSD 5.1 PRECAUTIONS****PSD 5.1.2 Existing Services****PSD 5.1.2.2 Detection, location and exposure**

Add the following paragraph:

If existing services are not shown on the drawings but the existence thereof can be reasonably expected, the Contractor shall, in conjunction with all relevant authorities, determine the exact depth and location of such services before the commencement of construction. After locating the exact position of services, whether indicated on the drawings or not, such services shall be deemed to be known services and the Contractor shall be liable for all costs and subsequent costs arising from the damage thereof as a result of the Contractor's activities. These services must also be indicated on the "As Built" drawings.

PSD 5.1.2.3 Protection of Cables

Substitute "estimated position" in the second sentence of D 5.1.2.3 with "actual or exposed position".

PSD 5.1.4 Nuisance**PSD 5.1.4.1 Dust nuisance**

Add the following paragraphs:

The Contractor is responsible for dust control and is liable for all claims that may result from dust nuisance on all parts of the site and at all times from the date of handing over of the site to the completion date of the contract. An item has been included in the schedule of quantities for payment of this work. Also refer to the Environmental Management Plan in this regard.

The Contractor shall take the necessary precautions to prevent sand blowing onto adjacent properties during the construction period. Where necessary stabilisation deemed will be specified, but during construction the Contractor will be responsible for keeping the sand damp to prevent wind erosion. Provision for keeping sand damp must be included in the Contractor's tender rates for this item.

PSD 5.1.6 Road Traffic Control

Add the following paragraphs:

- a) Sufficient road signs must be erected in such a way that motorists will be warned in time of works, e.g. at the closing of a street sufficient signs to direct traffic must be erected at the preceding intersection.
- b) Bypasses and/or road signs shall be provided and/or erected at all locations where the free flow of traffic is obstructed and shall be approved by the Engineer before the commencement of construction. Where main roads are crossed, detours and temporary traffic signs must be provided.
- c) Danger tape must be put up between drums and tied around the drums.
- e) Drums may not be filled with stones. The spacing of drums must be in such a way (maximum 5 m) that they are visible from all directions.
- f) Sufficient safety measures must be utilised for pedestrians.

PSD 5.2 METHODS AND PROCEDURES**PSD 5.2.1 Site Preparation****PSD 5.2.1.2 Conservation of topsoil**

Add the following paragraph:

Removal of topsoil shall only occur in areas as approved by the Engineer in writing. The topsoil shall be conserved for use elsewhere. Refer to the Environmental Management Plan in this regard.

PSD 5.2.2 Excavation**PSD 5.2.2.3 Disposal**

Substitute the second sentence of this clause with the following paragraph:

All surplus and unsuitable material shall be disposed of at the nearest municipal dump site or any other site located by the Contractor and approved by the Engineer in writing.

PSD 5.2.2.4 Excavation by hand around existing services

Where hand excavation is required around existing services it shall be done within 3, 0 m above and on both sides of cables and within 300 mm above and on both sides of pipes, as well as underneath the services.

PSD 5.2.4.3 Grass or other vegetation

Add the following paragraphs:

The vegetation shall consist of an approved grass and the contractor shall carry out sufficient tests with the applied top soil to ensure that the grass proposed for use is suitable and will flourish after application and watering. The contractor must submit various grass mixtures from a specialist horticulturist for consideration in the grass lining of the channels. The cost of any such submissions together with the cost of supplying suitable fertiliser must be included in the applicable rates for this work.

The Contractor shall arrange for the topsoil to be tested for fertiliser requirements and he shall submit the test reports to the Engineer who will, after that, issue instructions on the fertiliser to be used. The cost of any such tests together with the cost of supplying fertiliser must be included in the applicable rates for this work.

PS 5.2.5 Transport for Earthworks

PS D 5.2.5.1 Freehaul

Add the following paragraph:

The movement of cut or fill material from any source within the site to any point on the site will be taken as freehaul, with no additional payment for loading, handling, haulage and placement in the final position.

PSD6 TOLERANCES

PS D 6.1 POSITION, DIMENSIONS, LEVELS, ETC

Add the following paragraph:

Degree of Accuracy II shall apply.

PSD 8.3 SCHEDULED ITEMS

PS D 8.3.11 Grassing or Other Vegetation Cover Unit: m²

Add the following to D 8.3.11:

The unit of measurement shall be the square metre of veld sods. The tendered rate shall include full compensation for procuring the sods, loading, transporting and careful stockpiling near the road way and maintaining the sods and grass in good condition.

SABS 1200 DB: EARTHWORKS (PIPE TRENCHES)

PSDB 3.6 MATERIALS FOR REINSTATEMENT OF ROADS AND PAVED AREAS**PSDB 3.1.2 Classes of excavation**

Replace DB 3.1.2 with the following:

“Classification of excavation of materials for the purpose of measurement and payment will be as follows:

PSDB 3.1.2(a) Machine Excavation

Machine excavation shall only be permitted for sections of trench that are deeper than 1,5m and for material that is classified as dense or hard rock excavation.

Where the trench is deeper than 1,5m the full depth will be excavated by machine.

- (i) Dense material: All material where the average DCP penetration is less than 20mm/blow.

PSDB 3.1.2(b) Hand Excavation

The “Dynamic Cone Penetrometer” (DCP) test shall be used to differentiate between different classes of material. The average DCP penetration for a 300mm thick soil horizon will be used for classification purposes.

- (i) Soft material : All material where the average DCP penetration is 50mm/blow or more.
- (ii) Firm material : All material where the average DCP penetration is less than 50 but more than or equal to 20mm/blow.

The item for hand excavation in the Schedule of Quantities has been split into soft and firm for measurement purposes.

PSDB 3.1.2(c) Hard Rock Excavation

All material as defined under Clause 3.1.2 (c) and material that requires removal with the use of pneumatic power tools.”

PSDB 3.5 Backfill Material

Add the following to DB 3.5(b):

“In areas subject to traffic, backfill material above the selected bedding and blanket layers shall be a G5 material compacted in layers of 150 mm thickness to 95% Mod AASHTO density.”

PSDB 5 CONSTRUCTION**PSDB 5.1 Precautions**

Add the following to DB 5.1.2:

“PSDB 5.1.2 Stormwater, seepage and dewatering of excavations:

“The dealing with water as per subclause 5.5 of SANS 1200 A and subclause 5.1.2 of SANS 1200 DB is deemed to be included in the rate for trench excavation and will not be separately measured for payment.”

PSDB 5.1.2.1 Throughout the Works (5.1.2.1)

Delete the words “and seepage” from the last line and replace with the following:

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“Seepage, or from any other source.

The Contractor shall take all measures necessary to prevent the entry of water into the trench, and shall design and construct any temporary embankments, diversion channel or overpass. The proposed plan of the dewatering system shall be submitted to the Engineer for approval prior to the installation of the system. Any water, including seepage, entering the trench shall be removed immediately by the Contractor.”

PSDB 5.1.2.3 Sloping Ground

Add the following to DB 5.1.2.3:

“The Engineer may order the construction of cross embankments to minimise erosion in areas where backfilling of trenches have been completed. Measurement and payment will be on a daywork basis.”

Add the following new clause:

“PSDB 5.1.2.4 Cross walls in trenches

“The Engineer may order the construction of earth cross walls in completed portions of trenches to minimise the danger of flooding. Measurement and payment will be on a daywork basis.”

PSDB 5.2 Minimum Base Widths

Add the following to DB 5.2:

“Base widths of trenches shall be as listed below:

<u>External pipe diameter</u>	<u>Base Width</u>
Up to and including 110 mm (sewer pipe)	600 mm
32mm and smaller water pipes	OD + 400mm
Over 125 mm	OD + 600 mm

Where two pipes of external pipe diameter of less than 125 mm are placed in one trench, a side allowance of 250 mm will apply.”

PSDB 5.4 Excavation

Add the following to DB 5.4:

“Unless otherwise permitted in writing by the Engineer, not more than 200 m of trench, per working face, shall be opened in advance of a pipelaying operation.

No trench may be left open over the shut-down period. The cost of backfilling any trenches before the shut-down period and the re-opening thereof after the shut-down period shall be for the Contractor's account.”

Where no longitudinal sections prescribe levels, depths shall be 800 mm to top of pipe.

PSDB 5.6.3; 5.6.4 Disposal of Excavation Material

Replace DB 5.6.3 and 5.6.4 with the following:

“The Contractor shall dispose of excess and/or unsuitable material to an area designated by the Engineer. No overhaul will be paid for any spoil materials and the Contractor shall allow for haulage costs in his tendered rates.”

PSDB 5.6.5 Deficiency of backfill material

Add the following to DB 5.6.5:

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“A freehaul distance of 0,5 km will be allowed for the importation of backfill material from surplus excavated materials along the trench route. A freehaul distance of 1km will be allowed for the importation of backfill material from borrowpits.

No payment will be made for additional backfill material in the trenches due to overbreak etc. The Contractor must allow for such costs in the tendered rates for excavation measured under PSDB 8.3.2.

No payment will be made for the selection and/or importation of additional backfill material to meet the material specification in road crossings. The Contractor must allow for such costs in the tendered rates for compaction in road reserves measured under PSDB 8.3.3.3.”

PSDB 5.7.2 Areas subject to Traffic Loads

Add the following to DB 5.7.2:

“All backfilling to pipes under proposed and existing roads shall comply with the requirements of sub-clause PSDB 3.5(b) and shall be compacted in accordance with sub-clause PSDB 3.5.2(b). Road pavement layers shall be compacted as specified on drawings or as specified by the Engineer.”

Add the following new sub-clause:

“PSDB 5.11 Work in restricted areas

In certain areas working space may be restricted, in particular within private properties. Rates tendered shall include full compensation for any difficulty encountered while working in restricted areas and narrow widths, and no extra payment will be made, nor will any claim for payment due to these difficulties be considered.”

PSDB 6 TOLERANCES**PSDB 6.1 Degree of Accuracy**

Delete sub-clause DB 6.1 and substitute with the following:

“The work shall, subject to sub-clause 6.2, be finished off within the limits of Degree of Accuracy I as set out in sub-clause 6.1 of SANS 1200D”.

PSDB 6.2 Permissible Deviations

Add the following to DB6.2:

6.2(a)	1 Position of top edge of terrace	±35 mm
	2 Alignment of top edge of terrace	±50 mm
	3 Finished levels	±50 mm
	4 Slopes of top surfaces	±15 mm
62(b)	1 Position of plan	
	±300 mm	
	2 Dimensions on plan	±100 mm
	3 Foundations	±50 mm
	4 Levels: From direction of slope	Nil
	Between 1/100 and 1/300	5%
	1/400 and flatter	2%
62(c)	1 Read “-2% +1%” in place of “±2%”.	

PSDB 8 MEASUREMENT AND PAYMENT**PSDB 8.1 Basic Principles**

PSDB 8.1.1 Amend DB 8.1.1 to read :

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"The basic principle of measurement and of payment for earthworks for a pipe trench is that the rates tendered for excavation shall cover the cost of excavation and the re-use of the excavated material for backfilling and the disposal of any surplus material within the site". Excavations must be carried out selectively in order to use selected material for bedding of pipes. Separate payment for material under clause PSLB 8.13 will not be made unless specifically instructed by the Engineer to import bedding material.

PSDB 8.2 Computation of Quantities**PSDB 8.2.1** Add the following to DB 8.2.1:

"No additional excavation will be measured as a result of overbreak or boulder removal during trenching operations.

PSDB 8.2.3 Replace DB 8.2.3 with the following:

Excavation will be measured volumetrically: Where longitudinal sections prescribe levels, excavation will be measured from depths specified with no differentiation in depth increments. Where no longitudinal sections prescribe levels excavation will be measured to depths as specified in PSDB 5.4."

PSDB 8.2.4 Shoring

Replace DB 8.2.4 with the following:

"Shoring of trenches where required in terms of the specification or by any statutory requirements is deemed included in the rate for trench excavation and will not be separately measured for payment."

PSDB 8.3 Scheduled items**PSDB 8.3.2 Excavation**

Replace DB 8.3.2(a) and (b) with the following:

"PSDB 8.3.2(a) Hand excavation of pipe trenches, backfill, compact and dispose of surplus material

- i) Soft Material.....Unit : m³
- ii) Firm Material.....Unit : m³

The unit of measurement shall be the cubic metre of material excavated in accordance with the authorised dimensions, measured in place before excavation. Volumes will be computed in accordance with Clause PSDB 8.2.

All pipe trenches will be excavated by hand methods unless ordered otherwise by the Engineer. All excavation, backfilling and loading of surplus/unsuitable material onto trucks for disposal shall be carried out by hand and the use of mechanical equipment for these activities shall not be permitted.

The tendered rate shall cover the cost of complying with the requirements of Sub-clause 5.1 of SANS 1200 DB (except where particular items are scheduled to cover particular costs (see Sub-clause 5.1.2.2)), excavation to the required lines, levels and grades, backfilling, compacting and disposing of surplus/unsuitable material as specified in PSDB 5.6.3 and 5.6.4.

The rate tendered shall also include full compensation for all additional time, effort, supervision etc. for excavating by hand methods in locations where in the opinion of the Engineer the use of mechanical excavation plant is undesirable.

Prior to trench excavation by hand, materials will be classified and agreed as outlined in PSDB 3.1.2.

Those portions of the trench which in the Engineer's opinion are too hard to be excavated to the full depth by hand will be excavated in their entirety using plant instead.

PSDB 8.3.2(b1) Machine excavation, backfill, compact and dispose of surplus material

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- i) Excavation deeper than 1,5m.....Unit : m³
- ii) Dense Material.....Unit : m³

PSDB 8.3.2(b2) Extra over for Hard Rock Excavation

The unit of measurement shall be the cubic metre of material excavated in accordance with the authorised dimensions, measured in place before excavation.

All excavation, backfilling and loading of surplus/unsuitable material onto trucks for disposal shall be carried out by mechanical equipment.

Prior to trench excavation materials will be classified and agreed as outlined in PSDB 3.1.1, 3.1.2 and 3.1.3.”

PSDB 8.3.3.3 Compaction in Road Reserves

Add the following to DB 8.3.3.3.

“Payment will only be made where additional compaction is prescribed by the Engineer as specified in PSDB 5.7.2.”

PSDB 8.3.3.4 Overhaul

Add the following to DB 8.3.3.4:

Where the borrow pit is within 150 m of placement of the material, the material shall be hauled by wheelbarrow. All material shall be off-loaded by hand.

A freehaul distance of 1km will be allowed for the importation of backfill material from borrowpits.

Imported oversize material of size 200 mm and less shall be broken down with hand tools such as hammers. The material shall be spread to level mixed and shaped by the use of hand tools such as rakes, picks and shovels.”

Add the following to DB 8.3.5:

“PSDB 8.3.5(a) & (b) Existing services that intersect or adjoin a pipe trench

Overhead cables, fences posts, Telkom poles and Eskom poles will not be considered for measurement under this item”.

Add the following new subclause to 8.3.5:

“PSDB 8.3.5(c) Excavate by hand to expose existing services.....Unit : m³

Where existing services are shown on the drawings or where the existence thereof can be reasonable expected, the Contractor shall, in conjunction with the relevant authorities, determine the exact depth and location of such services before the commencement of construction (Refer Clause 5.1.4)

The rate shall cover all costs to excavate by hand to locate the service and backfill to original levels.”

Add the following new subclauses:

PSDB 8.3.8 Relocation of ServicesUnit : Prov Sum

A provisional sum has been included for the relocation of existing services where directed by the Engineer to new positions and/or alignments.

SABS 1200 GA : CONCRETE (SMALL WORKS)**1. CONCRETE (SMALL WORKS) (SANS 1200 GA)****PSGA 5 CONSTRUCTION****PSGA 5.4.8 Concrete Surfaces**

Add the following to GA.5.4.8:

“All cast-in-situ concrete work shall be smooth shuttered on all exposed faces, steel trowelled on all copings and chamfered on all sharp edges.

Concrete work not ultimately exposed shall be rough shuttered and all upper surfaces shall be wood floated.

All precast work shall be finished with a steel shutter, and be smooth and free from segregation and secured firmly in place.”

PSGA 6 TOLERANCES**PSGA 6.4 Permissible Deviations**

Add the following to subclause GA 6.4:

“The finish of concrete shall be within the tolerance of Degree of Accuracy III as set out in subclause GA 6.4.

PSGA 7 TESTING

Add the following new subclause:

PSGA 8.1.3 Concrete

Add the following to GA8.1.3.3:

“Concrete may be mixed on site. The use of concrete mixers will be allowed. Aggregates and cement shall be loaded into the concrete mixer using labour. The Contractor may mix the concrete at a central location on the site and transport the concrete using concrete dumpers or similar to the final position. The transportation of the concrete shall be strictly in accordance with the standardised specifications.”

PSL 5 CONSTRUCTION**PSL 5.1 Laying****PSL 5.1.4 Depths and Cover**

Replace L5.1.4.1 with the following:

“Sewer and water pipelines shall be so laid under driveways such that the minimum cover is 800 mm, the change to the cover under the carriageway from the verge being affected as specified in Subclauses 5.1.4.2 and 6.2 of SANS 1200L.”

PSL 6 TOLERANCES**PSL 6.2 Control Points**

Replace the word “valves” in the first sentence of L1.6.2 with the word “manholes”.

PSL 6.3 Alignment (Plan and Level)

Replace L 6.3 with the following:

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“The pipeline together with intermediate fittings shall not depart from the designated lines and levels at a rate greater than 1 in \pm 600.”

SABS 1200 LB: BEDDING (PIPES)
PSLB 3 MATERIALS**B4. PSLB 3.1 SELECTED GRANULAR MATERIAL**

Delete sub-clause 3.1 and replace with the following:

Selected granular material shall be an aggregate, sand, or granular material, all of a non-cohesive nature, the grading analysis of which shows 100% passing a 9.5mm sieve and not more than 5% passing 1 0.075mm sieve (metric sizes). The compactibility Factor shall not exceed 0.4.

Further, the volume of bedding displaced by the pipeline will not be measured for payment.

PSLB 3.2 SELECTED FILL BLANKET

Where expansive clay is encountered in the trench bottom, the material in the selected fill blanket shall selected granular material.

PS LB 3.3 BEDDING

Bedding to all pipes shall be 100mm thick Class C. Material selected from trench excavations will be suitable as bedding and selected fill. Where instructed, bedding shall be imported from an area of the Contractor's choice. No overhaul shall be payable on imported material. All road crossings, bedding and selected, sandy material compacted to 93% Mod AASHTO. In excessive wet areas, the Contractor may apply to the Engineer for the importation of crushed stoned bedding.

Add the following to the sub clause:

"The only pipelines to be regarded as flexible are those using High Density Polyethylene (HDPE) and PVC pipes.

PSLB 3.5* BEDDING IN WATERLOGGED CONDITIONS

Add the following subclause 3.5

Where ordered by the Engineer a bedding cradle of the specified thickness, comprising 6.7 mm concrete stone complying with SANS 1083, shall be used in waterlogged conditions.

PSLB 5 CONSTRUCTION**PSLB 5.1 GENERAL****PS LB 5.1.4 Compacting**

Substitute "90 % of mod AASHTO" in LB 5.1.4 with "93 % of mod AASHTO (100 % for sand)".

PSLB 6 TOLERANCES**PSLB 6.1 MOISTURE CONTENT AND DENSITY**

The degree of accuracy shall be II and the minimum density shall be 90% of Mod. AASHTO density.

PSLB 8 MEASUREMENT AND PAYMENT**PSLB 8.1 PRINCIPLES**

PSLB 8.1.3 Volume of Bedding Materials

No allowance will be made for bulking of material or any additional volume of bedding material required due to over break or any other cause. Further, the volume of bedding displaced by the pipeline will not be measured for payment.

2. PARTICULAR SPECIFICATION – PSHS: FOR HEALTH AND SAFETY (OHS ACT)**PSHS 1 SCOPE**

This section covers health and safety matters applicable during construction.

PSHS 2 GENERAL

The Contractor shall comply with the Occupational Health and Safety Act (Act No. 85 of 1993) (OHS Act) and in particular with its Construction Regulations, 2003

All the work included in this Contract shall, for the purpose of complying with the OHS Act and the Construction Regulations, be deemed to be “construction work”.

The Contractor is also referred to Clauses 6(5), 34 and 37 of the General Conditions of Contract in this regard.

It should be noted that, with a few exceptions, the Standard Specifications and the Project Specifications are “end product specifications” and not “method specifications”. As the methods of construction to be used are generally determined by the Contractor, detailed safety requirements applicable to all the operations to be carried out on Site are not provided in the project documentation. The Contractor shall apply all the relevant safety regulations and requirements to the work methods and materials used.

PSHS 3 DESCRIPTION OF THE CONSTRUCTION WORK

The temporary and permanent Works required under this Contract are described in the following:

- The Project Specification;
- The Standard Specifications;
- The Drawings;
- The Schedule of Quantities;

The Contractor, in complying with the OHS Act and the Construction Regulations, shall consider all aspects of the Works described and take into account the construction methods and materials to be used.

PSHS 4 EXISTING CONDITIONS

The Contractor shall take into account, inter alia, the following existing conditions when complying with the OHS Act:

- Existing utility services;
- Existing ground and foundation conditions;
- Traffic accommodation requirement;
- Surrounding land use;
- Anticipated weather conditions.

The existing conditions on this Contract are described in the following:

- The Project Specification;
- The Drawings;

PSHS 5 CONSTRUCTION MATERIALS

The following commonly used construction materials and substances potentially pose health and safety hazards:

- Bitumen products;
- Cement;
- Lime and other stabilizing agents;
- Tar products;

The materials to be used to construct the Works are described in the following:

- The Project Specification;
- The Standard Specifications;
- The Schedule of Quantities;

The Contractor shall take appropriate measures to manage the risks associated with the use of all the materials required to complete the Works, i.e. not only those listed above, and shall, inter alia, implement all the precautionary measures provided by manufacturers and suppliers for the storage, use and application of materials used.

PSHS 6 SITE WIDE ELEMENTS

- (a) Site access, egress, deliveries and vehicular and pedestrian routes.

The requirements regarding the control of access to and egress from the Site and vehicular and pedestrian routes are indicated in the Project and Standard Specifications.

PSHS 7 SITE RULES

- (a) Reporting of incidents

All incidents shall be reported strictly in accordance with the requirements of the OHS Act and the General Conditions of Contract.

PSHS 8 HEALTH AND SAFETY PLAN

In compliance with the Construction Regulations the Contractor shall, after performing a risk assessment, prepare a health and safety plan for approval by the Employer.

The health and safety plan shall include, but not be limited to, the following:

- The safety management structure including the names of all designated persons such as the construction supervisor and any other competent persons;
- Safety method statements and procedures to be adopted to ensure compliance with the OHS Act. Aspects to be dealt with shall include:
 - Public vehicular and pedestrian traffic accommodation measures;
 - Control of the movement of construction vehicles;
 - The storage and use of materials;
 - The use of tools, vehicles and plant;
 - Temporary structures;
 - Excavation work;
 - Demolition work;
 - Security, access control and the exclusion of unauthorised persons.
- The provision and use of temporary services;
- Safety equipment, devices and clothing to be employed;
- Emergency procedures;
- Induction and training;
- Provision and maintenance of the health and safety file and other documentation;
- Arrangements for monitoring and control to ensure compliance with the safety plan.

PSHS 9 AUDITS BY THE EMPLOYER

Part C3: Scope Of Work**Construction**

The Contractor shall permit the Employer to regularly audit, at an agreed interval, the implementation and maintenance of the approved health and safety plan and shall co-operate and provide all the required documentation, as may be required, in this regard.

PSHS 10 VARIATIONS

Should any variations be ordered or design amendments issued the Engineer shall inform the Contractor of all the associated potential hazards to ensure that the health and safety aspects of the work ordered are taken into account.

PSHS 11 MEASUREMENT AND PAYMENT**PSHS 11.1 Measurement and Payment Items**

PSHS 11.1.1 The Contractor shall price all items scheduled in this section of the schedule of quantities to enable the Employer to comply with clause 4.1. (h) of the Construction Regulations, 2003. Failure by the Contractor to price these items will force the Employer to reject the Contractor's tender in terms of clause 4.(4) of the Construction Regulations, 2003.

PSHS 11.1.2 Payment for the scheduled items will be in terms of clause 8.2 of SANS 1200A.

PSHS 11.2 Scheduled Items**PSHS 11.2.1 Fixed-Charge Items****a) Preparation of Health and Safety Plan.....Unit : Sum**

The sum shall cover all costs involved in the preparing of the Health and Safety Plan (which includes the risk assessment), which shall include the preparation of all permit applications and notifications as required by this specification and shall include the employment cost of all health and safety personnel employed for the preparation of the Contractor's Health and Safety Plan.

b) Health and Safety Training.....Unit : Sum

The sum shall cover all costs involved in preparation of all the necessary Health and Safety Induction Training materials required for the training of the Contractor's employees, Subcontractors and all visitors to the Works.

c) Personal Protective Clothing and Equipment.....Unit : Sum

The sum shall cover all costs involved in the initial provision of all personal protective clothing and equipment for the Contractor's employees and Subcontractor and any visitors to the Works, as required by this specification (which includes the requirements of the Occupational Health and Safety Act, 1993 and it's regulations, as amended).

d) Fences, Signs and Barricades.....Unit : Sum

The sum shall cover all costs involved in the initial provision of all fences, signs and barricades necessary for the protection of all persons, plant, vehicles, equipment or facilities, as required by this specification (which includes the requirements of the Occupational Health and Safety Act, 1993 and it's regulations, as amended)

e) Establishment or Safety Administration.....Unit : Sum

The sum shall cover all costs involved in establishment of all administrative matters required by this specification which shall include, but not be limited to, the establishment of the Health and Safety File.

f) Other Health and Safety Fixed-charge.....Unit : Sum

The sum shall cover the fixed costs of all other obligations that are required for the safe execution of the Works in accordance with the requirements of this specification and that are not specifically covered in 11.2.1(a), (b), (c), (d) or (e).

PSHS 11.2.2 Time-Related Items**a) Implementation and maintenance of Health and Safety Plan...Unit : Sum**

The sum shall cover all costs involved in the implementation and maintenance of the Health and Safety Plan. This shall include but shall not be limited to the following:

- 1) The employment cost of all health and safety personnel including consultants, contractor's subcontractors and their employees health and safety officers, inspectors, supervisors and issuers required in terms of the Contractor's Health and Safety Plan.
- 2) Updating the Health and Safety Plan as needed.
- 3) Carrying out of periodic audits and follow-up audits.
- 4) Compilation of ongoing risk assessments and risk assessment reports as are required by the Works,
- 5) Covering of regular safety meetings with the Safety Representatives,
- 6) Accompanying and supporting the Employer or his Safety Agent during adhoc audits.
- 7) Compilation of monthly safety reports and statistics for the Employer or his Safety Agent.

b) Implementation and maintenance of Training.....Unit : Sum

The sum shall cover all costs involved in the implementation of the induction training of the Contractor's employees, Subcontractors and all visitors to the Works.

c) Maintenance of Personal Protective Clothing and Equipment...Unit : Sum

The sum shall cover all costs involved in maintenance, repair or replacement of personal protective clothing required by the Contractor's employees or Subcontractors and all visitors to the Works.

d) Maintenance of Fences, Signs and Barricades.....Unit : Sum

The sum shall cover all costs involved in maintenance, repair or replacement for whatever reason of fences, signs and barricades used for the Works. The rate shall include for the provision of security guards for the safeguarding of the items provided should this be necessary.

e) Implementation and maintenance of Safety Administration.....Unit : Sum

The sum shall cover all costs involved in establishment of all administrative matters required by his specification which shall include, but not limited to, the maintenance of the Health and Safety File or the completion and recording of the safety check lists required by this specification.

f) Other Health and Safety Time-related Obligations.....Unit : Sum

The sum shall cover the time-related costs of all other obligations that are required for the proper execution of the Works in accordance with the requirements of this specification and that are not specifically covered in 11.2.2(a), (b), (c), (d) or (e) specification and that are not specifically covered in 11.2.2(a), (b), (c), (d)

SANS 1200 DW: DAYWORKS (ADDITIONAL SECTION)

PSDW1 SCOPE

This section covers the listing of daywork items in accordance with the General Conditions of Contract Clause 37, for use in determining payment for work which cannot be quantified in specific units in the Bill of Quantities or work ordered by the Engineer during the construction period which was not foreseen at tender stage and for which no applicable rate exists in the Bill of Quantities.

PSDW2 ORDERING OF DAYWORK

No daywork shall be undertaken unless written authorisation has been obtained from the Engineer.

PSDW3 MEASUREMENT AND PAYMENT

<i>Item</i>	<i>Unit</i>
PSDW11.1 Personnel during all hours	
a) Unskilled labour	hour (h)
b) Semi-skilled labour	hour (h)
c) Skilled labour	hour (h)
d) Ganger	hour (h)
e) Flag person	hour (h)
PSDW11.2 Plant and Equipment	
a) Tipper truck (10m ³ capacity or more)	hour (h)
b) Water truck (10000 litre capacity)	hour (h)
c) Tractor loader backhoe (TLB)	hour (h)
d) Grader (AT140G or similar)	hour (h)
e) Pedestrian roller (Bomag 90 or similar)	hour (h)
f) Vibrating plate compactor (4kW capacity)	hour (h)
g) Mobile air compressor (10m ³ /min. capacity)	hour (h)
h) Paving breaker, air driven, including all attachments	hour (h)
i) Concrete mixer (0,6m ³ capacity)	hour (h)
j) Angle grinder (1 kW capacity)	hour (h)
PSDW11.3 Materials	
a) Procurement of materials	Provisional Sum
b) Contractor's handling costs, profit and all other charges in respect of sub item B18.03 (a)	Percentage (%)
PSDW11.4 Transport	
a) LDV (Bakkie)	Kilometre (km)
b) Flatbed truck (10 tons)	Kilometre (km)

The unit of measurement of item 11.1 and 11.2 shall be the hour for the item of plant or personnel. Non working hours for transport breakdown, lack of operator or any other reason shall not be measured. The time shall be taken from the time that the personnel and/or plant depart until return.

Measurement shall only be for work instructed and directed by the Engineer, where the Engineer considers no other appropriate rate is available in the Schedule of Quantities. Prior to the commencement of any work by the labourers described under item 11.1, the Contractor

must obtain written consent from the Engineer regarding the classification of all labourers in terms of “unskilled”, “semi-skilled” and “skilled” labourers.

The tendered rates for labour for pay item 11.1 shall include full compensation to cover overhead charges and profit, leave pay, bonuses, subsistence, allowances, employer’s contribution, additional payment for overtime where applicable, insurances, housing, site supervision, use of small hand tools and appliances, non-mechanical plant and equipment and consumable stores, for all administrative, supervisory, operative and contingent costs, relating to the supply of personnel.

The tendered rates for plant for pay item 11.2 shall be an all-inclusive hire charge for the use of the vehicle and driver or plant/equipment and operator and shall apply only to vehicles, plant and equipment nominated in writing by the Engineer, for all administrative, supervisory, operative and contingent costs, and profit, relating to the running of the plant.

The unit of measurement for pay sub item 11.3(a) shall be the amounts actually paid for the procurement of materials to be purchased and shall be made in accordance with the provision of the General Conditions of Contract. Only the actual quantities of materials used, as verified by the Engineer, shall be paid for.

The percentage tendered for pay sub item 11.3(b) shall be the percentage of the amounts actually paid for the procurement of materials as ordered under pay sub item 11.3(a) and shall be in full and final compensation in respect of the Contractor’s handling costs, profit and all other charges in connection with the procurement and supply of the materials to the point of usage.

The unit of measurement for pay item 11.4 shall be the kilometre distance that the vehicle travelled for transporting personnel and/or plant. All travelling shall be approved by the Engineer.

The tendered rate for pay item 11.4 shall include full compensation for the cost of the vehicle including fuel, maintenance depreciation and running costs.

The above-mentioned tendered rates shall be full compensation for the various items as specified and no further profit shall be paid.

The tendered rates shall be industry related and will be used in the sensitivity analysis during the adjudication of the tender.

NQUTHU LOCAL MUNICIPALITY
CONTRACT NO: NQULM17/2023-2024
CONSTRUCTION OF NYAKAZA COMMUNITY HALL

C3.5. Management

C3.5.1 Management of the Works

C3.5.1.1 Applicable SANS 1921 Standards

As specified under Clause 3.4.

C3.5.1.2 Particular Specification

As specified under Clause 3.4.

C3.5.1.3 Planning and Programming

If, during the progress of the Works, the quantities of work performed per week fall below those shown on the approved Contractor's programme, or if the sequence of operations is altered, or if the programme is deviated from in any other way, the Contractor shall, within one week after being notified by the Engineer, submit a revised programme clearly indicating how he intends to regain lost time to ensure completion of the Works within the period defined in term of Clause 5.5 of the Conditions of Contract or any extended time granted.

Proposal to increase the tempo of work must incorporate positive steps to increase production either by more labour and plant on the Site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as set out in Clause 9.2 of the Conditions of Contract.

The approval of a programme by the Engineer shall have no contractual significance other than that the Engineer will be satisfied if the work is carried out according to the programme. The said approval shall not limit the right of the Engineer to instruct the Contractor to vary the programme if necessary. The Contractor's attention is also drawn to C3.4.10.

C3.5.1.4 Sequence Of The Works

As specified elsewhere. (Refer also C3.5.1.3 and the Contract Data)

C3.5.1.5 Software Application For Programming

Not applicable.

C3.5.1.6 Methods And Procedures

The Works shall be executed in terms of the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.7 Quality Plans and Control

Refer the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.8 Environment

The Contractor shall, for the duration of the contract, take appropriate measures to control the dust and soil movement which may arise due to his operations.

C3.5.1.9 Accommodation of Traffic on Public Roads Occupied by the Contractor

Refer the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.10 Other Contractors On Site

Refer to PSC 3.1, the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.11 Testing, Completion, Commissioning and Correction of Defects

Refer the various and applicable SANS/SABS specifications, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.12 Recording of Weather

Refer to C3.4.2.6.

C3.5.1.13 Format of Communications

All contractual communication shall be in writing.

The Contractor shall, for the full duration of the Contract Period, supply and maintain the following documentation:

- (a) Site Communication and Request Book.
- (b) Safety File containing all relevant safety data.
- (c) Daily register of all labour, plant and equipment.
- (d) Quality Control file containing all quality control/assurance forms and records.
- (e) One full set of Contract Drawings and documents.
- (f) Latest revision of the Construction Programme.

The above-mentioned shall be kept on Site and shall be accessible to the Engineer at all times.

C3.5.1.14 Key Personnel

Key personnel shall be on site at all times to control and supervise construction activities.

C3.5.1.15 Management Meetings

The Contractor shall have regular site management meeting to coordinate and manage the Works.

Monthly Contract Meeting shall be held on site. This meeting shall be chaired by the Engineer.

C3.5.1.16 Forms for Contract Administration

The Employer, the Contractor and the Engineer shall operate and maintain their own individual contract administration systems.

C3.5.1.17 Electronic Payments

Not applicable.

C3.5.1.18 Daily Records

Refer the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.19 Bonds And Guarantees

Refer the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.20 Payment Certificates

Refer the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.21 Permits

Not applicable.

C3.5.1.22 Proof of Compliance with the Law

Refer the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.23 Insurance Provided by the Employer

Refer the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.2 Health and Safety Requirements and Procedures

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003 Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Schedule of Quantity and Drawings, as well as in the Employers' health and safety specifications (regulation 4(1)) of the Construction Regulations 2003, which are bound in the Contract document.

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

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

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

C3.5.2.1 Protection of the Public

The contractors shall at all times ensure that his operations do not endanger any member of the public. The area is within and adjacent to a residential area the Contractor shall take special precautions to prevent public access to any danger areas on the Works, e.g. by temporary barricades and/or fencing.

C3.5.2.2 Barricades and Lighting

The Contractor shall comply with the Occupational Health and Safety Act (1993), the Construction Regulations (2014) and the Employers Health and Safety specification provided in the Appendix A.

C3.5.2.3 Traffic Control on Roads

Refer to Scope of Works

C3.5.2.4 Measures Against Disease and Epidemics

Refer to C3.4 and the Construction Regulations for sanitary requirements.

C3.5.2.5 Aids Awareness

As per the Contractor's Health and Safety Plan.

NQUTHU LOCAL MUNICIPALITY

CONTRACT NO: NQULM17/2023-2024

CONSTRUCTION OF NYAKAZA COMMUNITY HALL

C3.6. Annexes

C3.6.1	Health & Safety Specification by the Employer	164
C3.6.2	Construction Environment Management Plan & Specifications	172

NQUTHU LOCAL MUNICIPALITY

CONTRACT NO: NQULM17/2023-2024

CONSTRUCTION OF NYAKAZA COMMUNITY HALL

Annex C3.6.1 Health and Safety Specifications Provided by the Employer

The Nquthu Municipality shall provide the relevant organisational Health and Safety Specifications.

NQUTHU LOCAL MUNICIPALITY

CONTRACT NO: NQULM17/2023-2024

CONSTRUCTION OF NYAKAZA COMMUNITY HALL

Annex C3.6.2 Construction Environmental Management Plan & Specifications

A project specific Environmental Management Plan shall be made available by the Nquthu Municipality during the construction phase. The Contractor shall be required to fully comply with the requirements of the Environmental Management Plan

**NQUTHU LOCAL MUNICIPALITY
CONTRACT NO: NQULM17/2023-2024
CONSTRUCTION OF NYAKAZA COMMUNITY HALL**

1. Drawings

<u>Drawing Number</u>	<u>Description</u>
P0033/GA/01	General Arrangement
P0033/KP/01	Locality Plan

NOTE:

Originals of reduced drawings are available for inspection at the offices of the Engineer, or copies may be purchased by arrangement with the Engineer. No claims for misunderstanding reduced drawings will be considered.

NQUTHU LOCAL MUNICIPALITY
CONTRACT NO: NQULM17/2023-2024
CONSTRUCTION OF NYAKAZA COMMUNITY HALL

C4: SITE INFORMATION

	<u>Page</u>
C4.1 Geotechnical Investigation	
C4.2 Other reports	

NQUTHU LOCAL MUNICIPALITY
CONTRACT NO: NQULM/2023-2024
CONSTRUCTION OF NYAKAZA COMMUNITY HALL

C4.1. Geotechnical Investigation

The report will be sent via email upon receiving a request via email.
Error! Reference source not found.

C4.2. Other Reports


The report will be sent via email upon receiving a request via email.



REFERENCE DRAWINGS		
DRAWING No.	TITLE/DESCRIPTION	SOURCE

LEGEND:

HALL	330m ²
MALE TOILET	25 m ²
FEMALE TOILET	25m ²




MVULO CONSULTING ENGINEERS
 75 IMPALA DRIVE
 HUTTEN HEIGHTS
 NEWCASTLE
 2940
 TEL. N°: 087 285 1181

REV	DATE	DESCRIPTION	SIGNATURE APPROVED

	INITIALS	DATE	SIGNATURE
DRAWN BY	MH	07-2023	
DESIGNED BY	TN	07-2023	
CHECKED BY	TN	07-2023	
PROJECT DIRECTOR	TN	07-2023	

CLIENT LOGO



NQUTHU MUNICIPALITY
 GHS MDLALOSE STREET
 NQUTHU
 3135
 TEL. N°: 034 271 6100

PROJECT TITLE

NYAKAZA COMMUNITY HALL

DRAWING TITLE

SITE LAYOUT PLAN

CONTRACT No. XXXX	SCALE N.T.S	SHEET 1 OF 1
DRAWING No. P0032-SLP-01		REVISION

REFERENCE DRAWINGS

DRAWING No.	TITLE/DESCRIPTION	SOURCE

LEGEND:

200x80mm 'EVERITE' NUTEC FIBRE CEMENT SOCKETLESS BARGE FIXED TO TRUSS BY HOT-DIPPED GALVANIZED SCREWS AND TO 75x50mm TRIMMER BATTEN FIXED TO UNDERSIDE OF PURLIN ENDS.

ROOF TO BE TIED DOWN TO WALL WITH 30mmx1.6mm THICK AND 1.6m LONG GALVANIZED HOOP IRON STRAPS BUILT INTO WALL.

HURRICANE CLIPS TO BE USED AT EAVES OVERHANG. AT ALL OTHER PURING/TRUSS INTERSECTIONS DOUBLE WOUND 2.5mm DAI GALVANIZED WIRE. ALL EXPOSED TIMBER TO BE PAINTED WITH 2 COATS ABE PROVONITE BEFORE FIXING OF ROOF SHEETS, FASCIAS AND BARGE-BOARDS.

SEAMLESS 155x100mm ALUMIN. OGEE WITH BAKED ENAMEL FINISH

SEAMLESS 155x100x155mm ALUMIN. OGEE GUTTERS WITH BAKED ENAMEL FINISH FIXED WITH CINCEALED BRACKETS, WITH 100x75mm FLUTTER ALUMINIUM DOWNPIPES WITH BAKED ENAMEL FINISH

ALL EXTERNAL COLUMNS TO BE FACE BRICK AS SPECIFIED BY PA AND APPROVED BY PUBLIC WORKS

FRONT ELEVATION

EXTERNAL WALLS: APPLY 1 COAT 'DULUX' ALKALI RESISTANT PLASTER PRIMER AND ALLOW TO DRY. APPLY 2 COATS 'DULUX' TRADE 100 LOWSHEEN OR EQUAL AND APPROVED COLOUR BY THE CLIENT

CHROMADEK ROOF CAPPING WITH SERRATED CLOSERS AT ENDS

2 TERRECOTTA AIRBRICKS SPACED BETWEEN TRUSSES

ROOF PITCH 27°
CHROMADEK CORRUGATED 0.8mm THICK ISOQ23, Z275 SPELTER GALVANIZED STEEL ROOF SHEETING WITH CHROMADEK FINISH TO ONE SIDE AND PROTECTIVE PRIMER COATING ON REVERSE SIDE. COLOUR TO BE DOVE GRAY, FIXED WITH MANUFACTURERS RECOMMENDATIONS

SISALATION RSA 430° HEAVY INDUSTRIAL UNDERLAY OVER TRUSSES AND UNDER PURLINS AS RECOMMENDED BY MANUFACTURER

225x12mm 'EVERITE' NUTEC MEDIUM DENSITY FIBRE CEMENT FASCIA BOARD TO TRUSSES BY HOT-DIPPED GALVANISED DRIVE SCREWS

+3.620 U/S OF WALLPLATE

+2.300 U/S OF LINTOL

4.6mm NUTEC CEILING BOARDS FIXED TO 58x50 BRANDERS INCLUDING 'H' PROFILE JOINING STRIPS AND @ CENTRES FIXED TO TIE BEAMS. 75mm MOLDED CORNICE TO ENDS AND ALL ROUND

+0.480 TOP OF STAGE

+0.000 GROUND FLR LVL

+0.250 NATURAL GROUND

CONCRETE OPRONS TO ENGINEERS DESIGN LAID IN PANEL WITH CONTROL JOINTS SEALED WITH 10mm POLYSULPHIDE AT EVERY 3m CENTRES ON FILL COMPACTED TO MOD AASHTO 95%

PAINT ALL INTERNAL WALLS WITH STERISHIELD- QUICK DRYING EGGSHELL FINISH PVA PAINT OR EQUAL AND APPROVED. COLOUR TO BE DISCUSSED WITH CLIENT

HALL

800 HIGH FACEBRICK DADO TO SIDE AND BACK WALLS

CONCRETE SLAB ON APPROVED WELL WATERED CLEAN EARTH AS BACKFILL WHICH SHOULD BE WELL COMPACTED IN 150mm LAYER CONSOLIDATED TO A DENSITY OF 95% MOD AASHTO. ALL TO ENGINEER'S APPROVAL.

FOUNDATIONS TO ENGINEER'S DETAIL

SECTION AA

CHROMADEK CORRUGATED 0.8 THICK ISOQ230 Z275 SPELTER GALVANIZED STEEL ROOF SHEETING COLOUR TO BE DOVE GRAY

ALL EXTERNAL COLUMNS TO BE FACE BRICK AS SPECIFIED BY ENGINEER AND APPROVED BY PUBLIC WORKS

EXTERNAL WALL: APPLY 1 COAT 'DULUX' ALKALI RESISTANT PLASTER PRIMER AND ALLOW TO DRY APPLY 2 COATS 'DULUX' TRADE 100 LOWSHEEN OR EQUAL AND APPROVED. COLOUR BY CLIENT

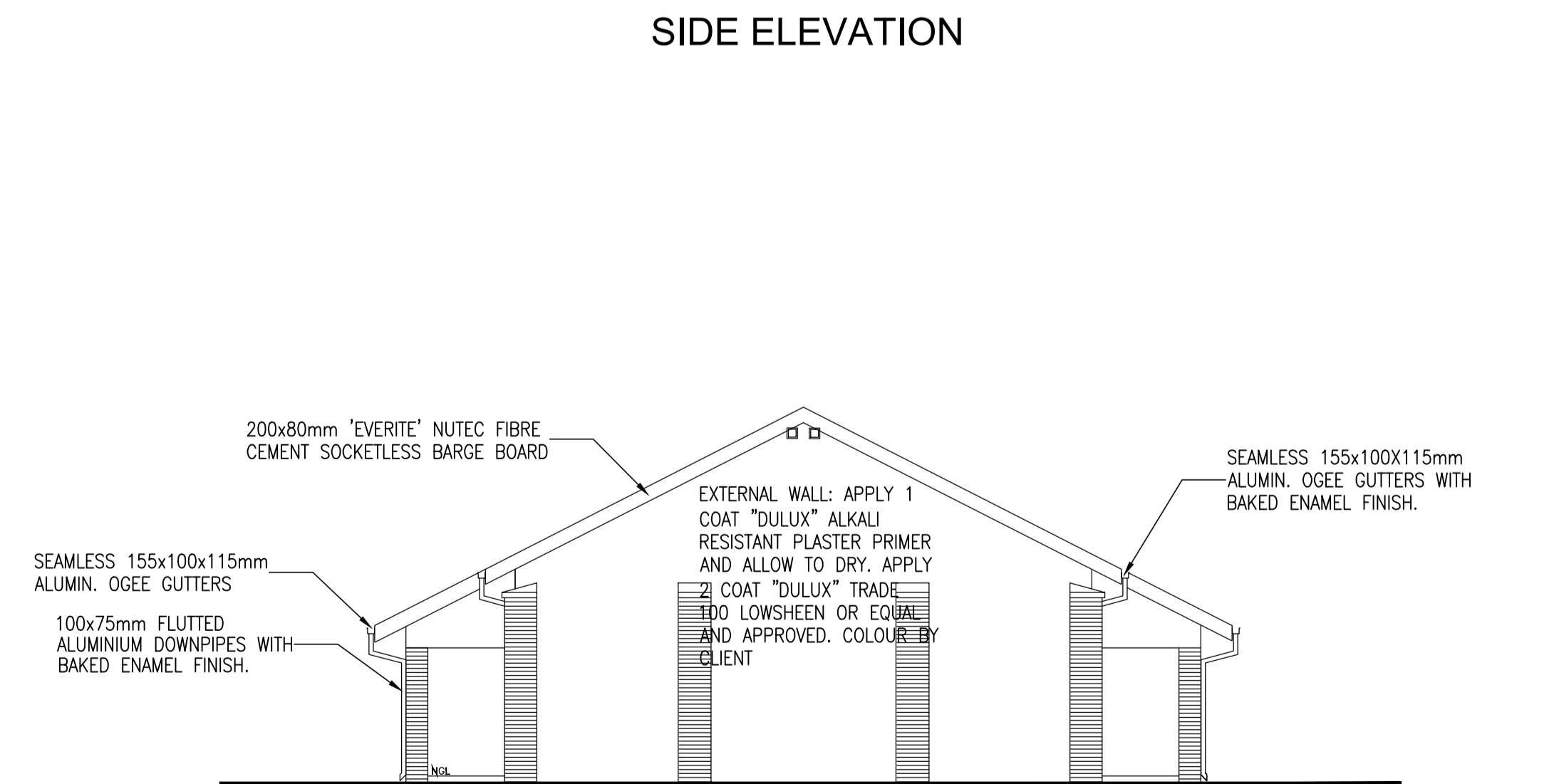
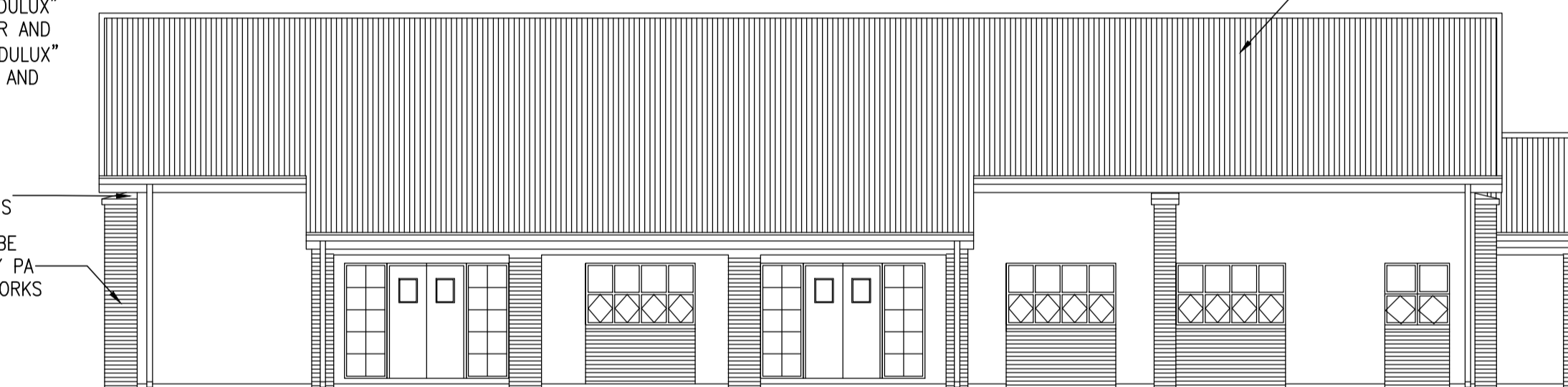
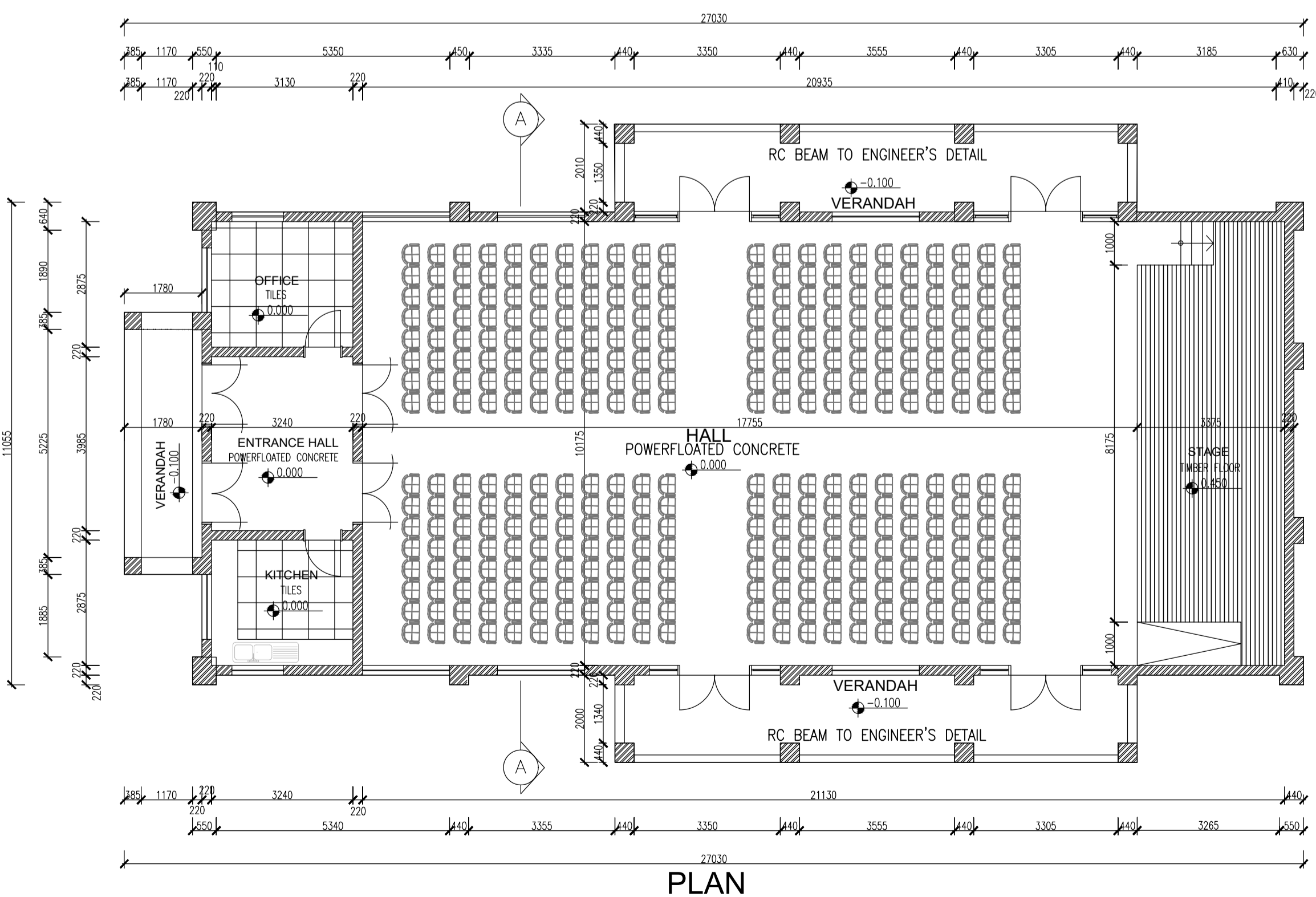
CHROMADEK CORRUGATED 0.8mm THICK ISOQ230, Z275 SPELTER GALVANISED STEEL ROOF SHEETING. COLOUR TO BE DOVE GREY

CONCRETE COPING TO APAX OF ALL COLUMNS

ALL EXTERNAL COLUMNS TO BE FACE-BRICK AS SPECIFIED BY PA AND APPROVED BY PUBLIC WORKS

SIDE ELEVATION

SIDE ELEVATION



BACK ELEVATION

SEAMLESS 155x100x115mm ALUMIN. OGEE GUTTERS

100x75mm FLUTTED ALUMINIUM DOWNPIPES WITH BAKED ENAMEL FINISH.

200x80mm 'EVERITE' NUTEC FIBRE CEMENT SOCKETLESS BARGE BOARD

EXTERNAL WALL: APPLY 1 COAT 'DULUX' ALKALI RESISTANT PLASTER PRIMER AND ALLOW TO DRY. APPLY 2 COAT 'DULUX' TRADE 100 LOWSHEEN OR EQUAL AND APPROVED. COLOUR BY CLIENT

SEAMLESS 155x100x115mm ALUMIN. OGEE GUTTERS WITH BAKED ENAMEL FINISH.



MVULO CONSULTING ENGINEERS

75 IMPALA DRIVE HUTTEN HEIGHTS NEWCASTLE 2940

TEL. N°: 087 285 1181

REV	DATE	DESCRIPTION	SIGNATURE	APPROVED

INITIALS	DATE	SIGNATURE

CLIENT LOGO



NQUTHU MUNICIPALITY
GHS MDALOSE STREET
NQUTHU 3135
TEL. N°: 034 271 6100

PROJECT TITLE
NYAKAZA COMMUNITY HALL

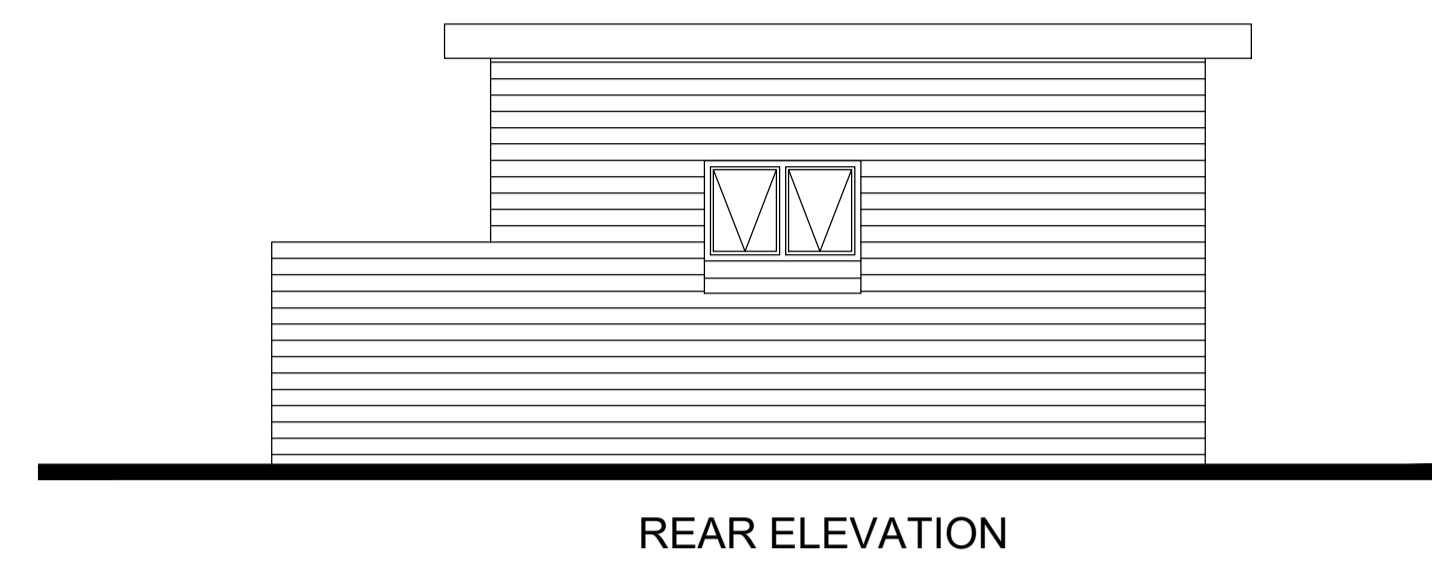
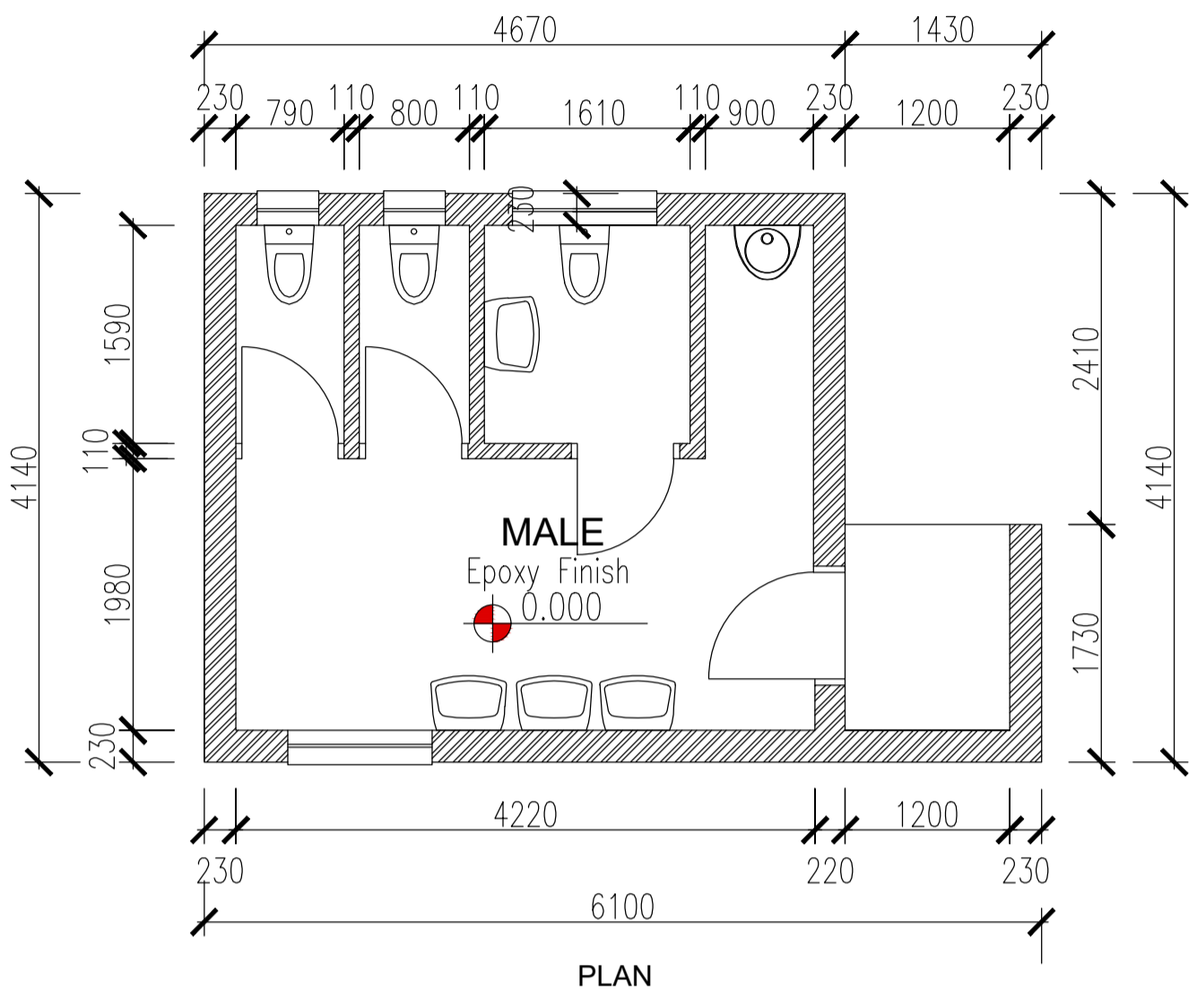
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LAYOUT PLAN, ELEVATION AND SECTION

CONTRACT No. XXXX	SCALE N.T.S	SHEET 1 OF 1
DRAWING No. P0033-SLP-01		REVISION

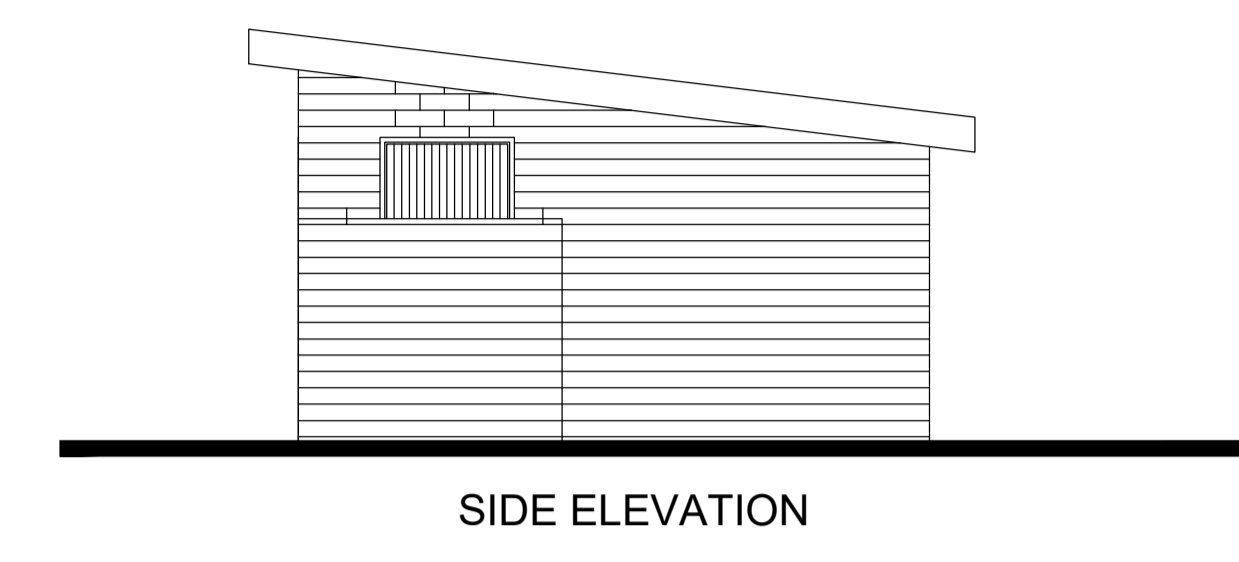
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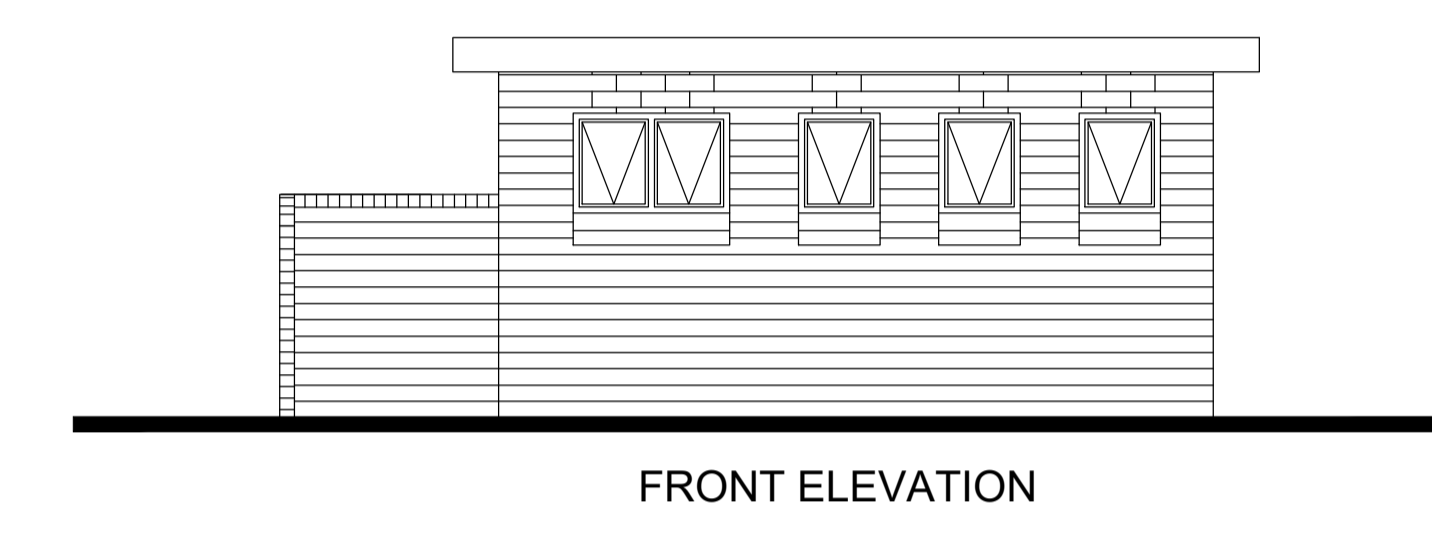
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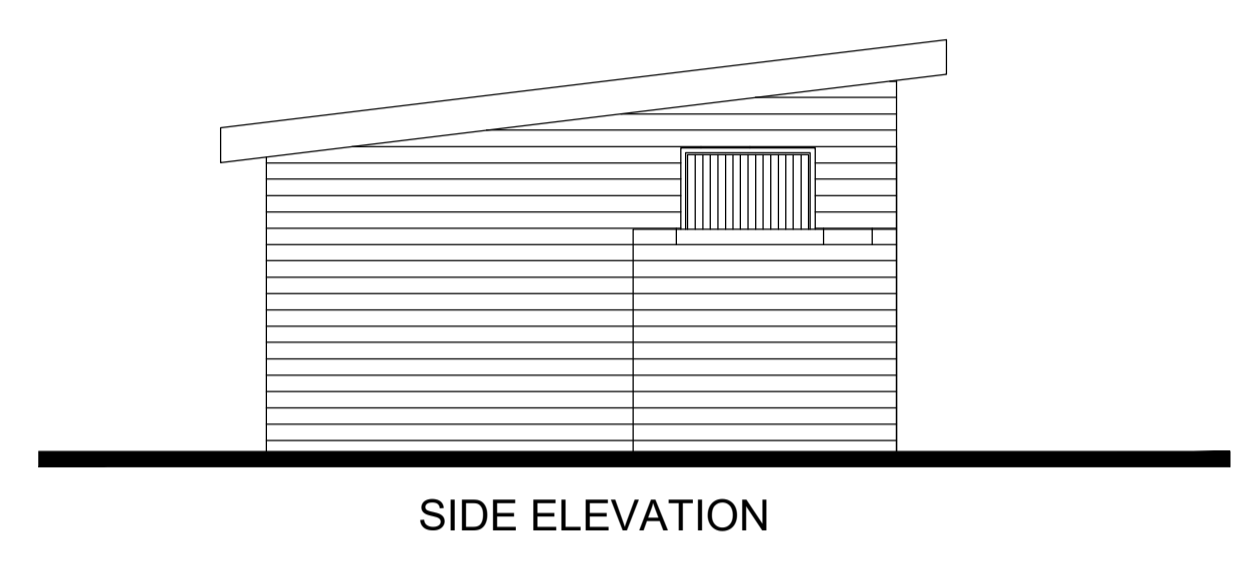
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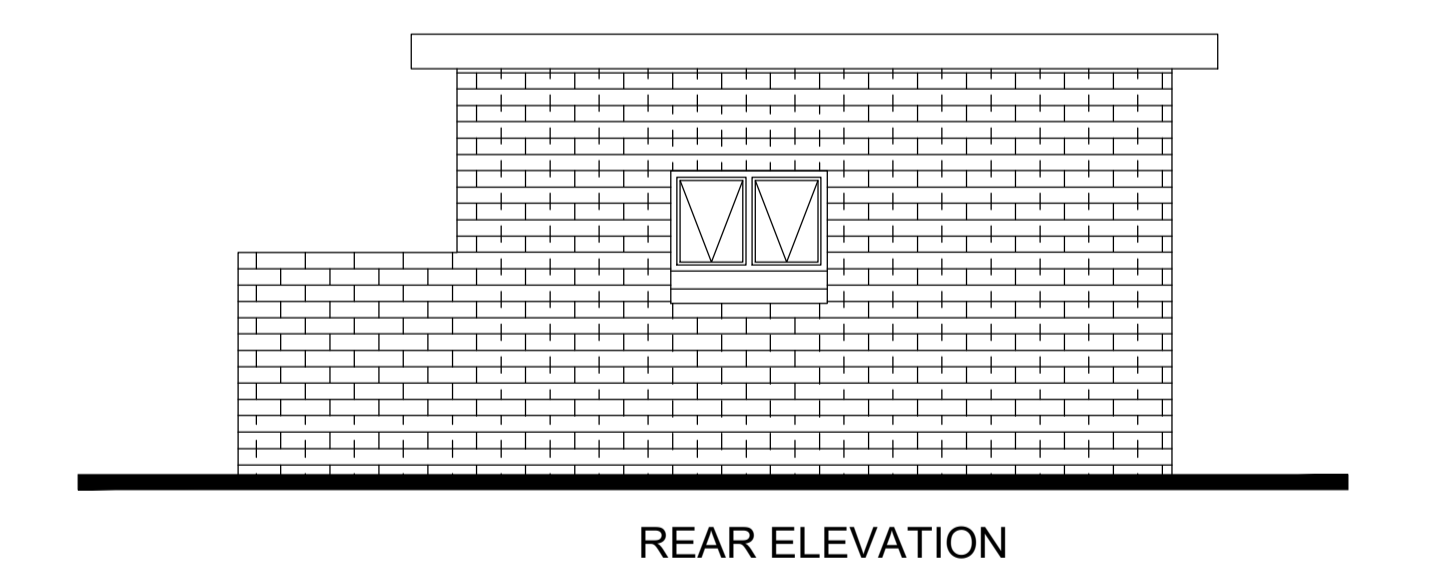
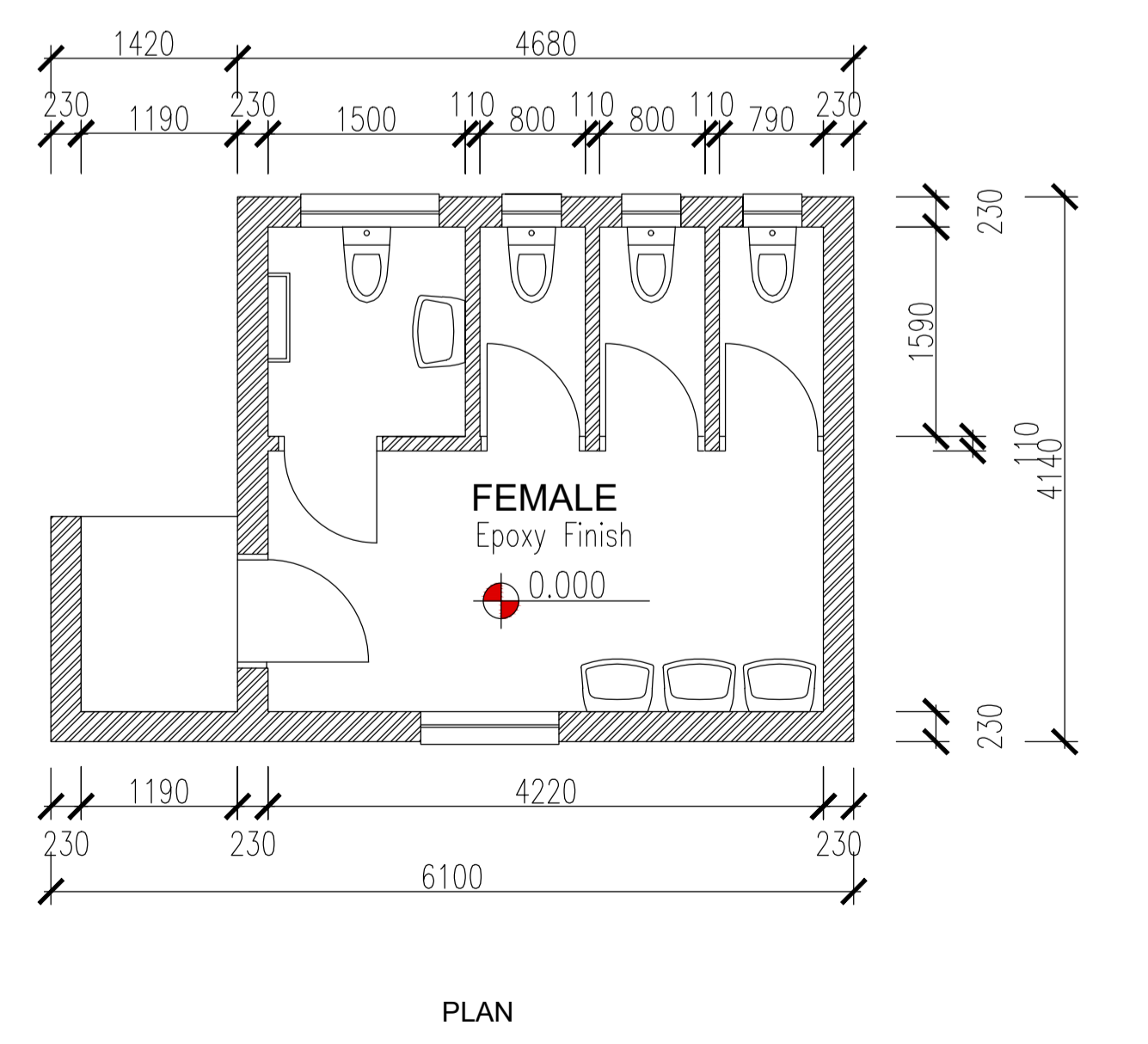
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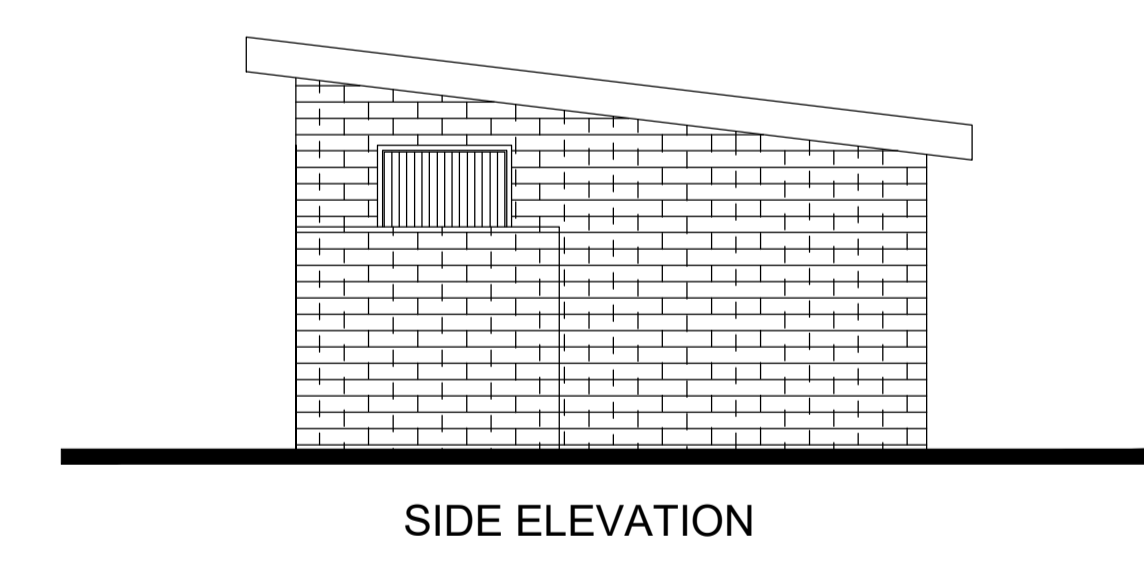
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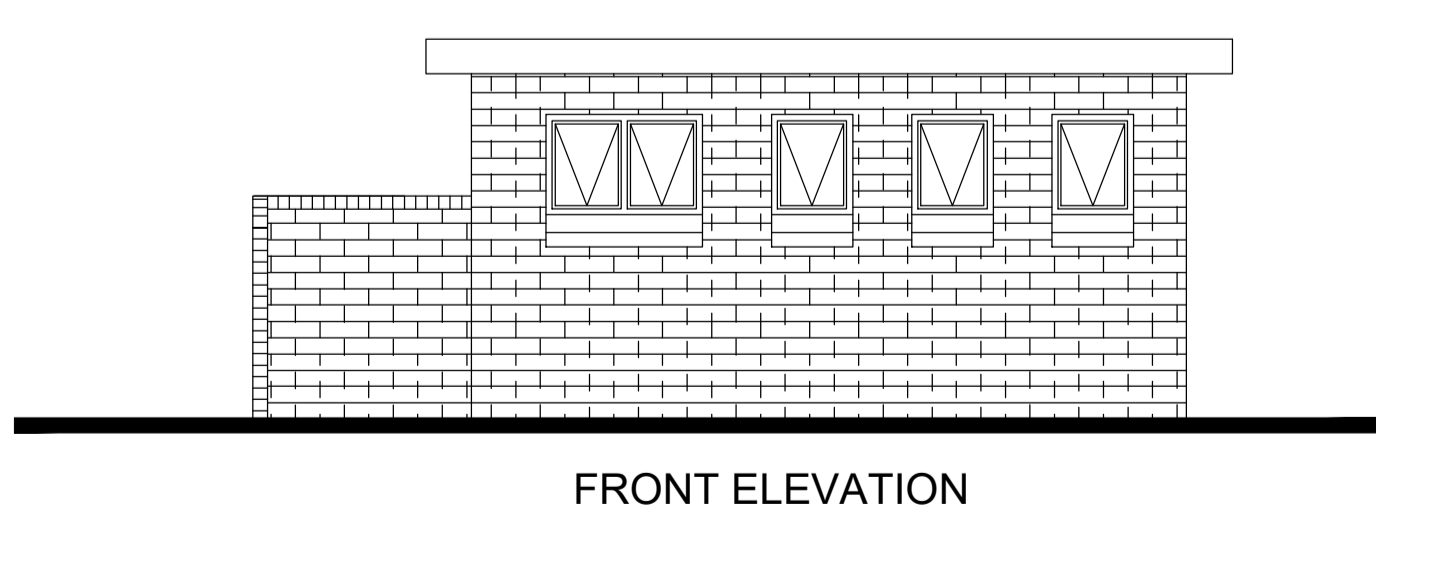
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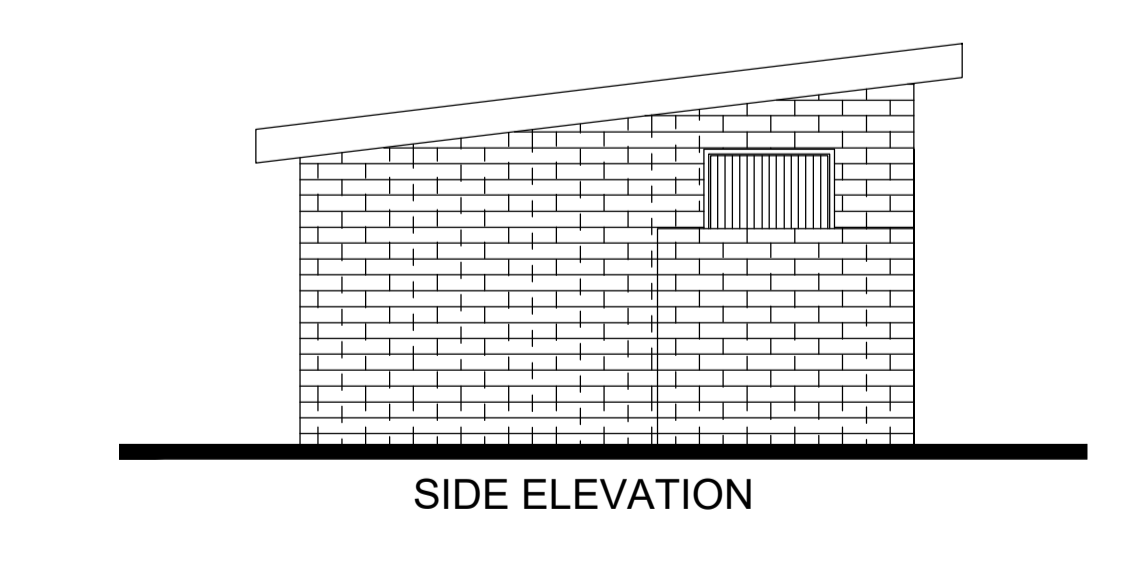
REAR ELEVATION



SIDE ELEVATION



FRONT ELEVATION



SIDE ELEVATION

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	INITIALS	DATE	SIGNATURE
DRAWN BY	MH	07-2023	
DESIGNED BY	TN	07-2023	
CHECKED BY	TN	07-2023	
PROJECT DIRECTOR	TN	07-2023	

CLIENT LOGO

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PROJECT TITLE

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
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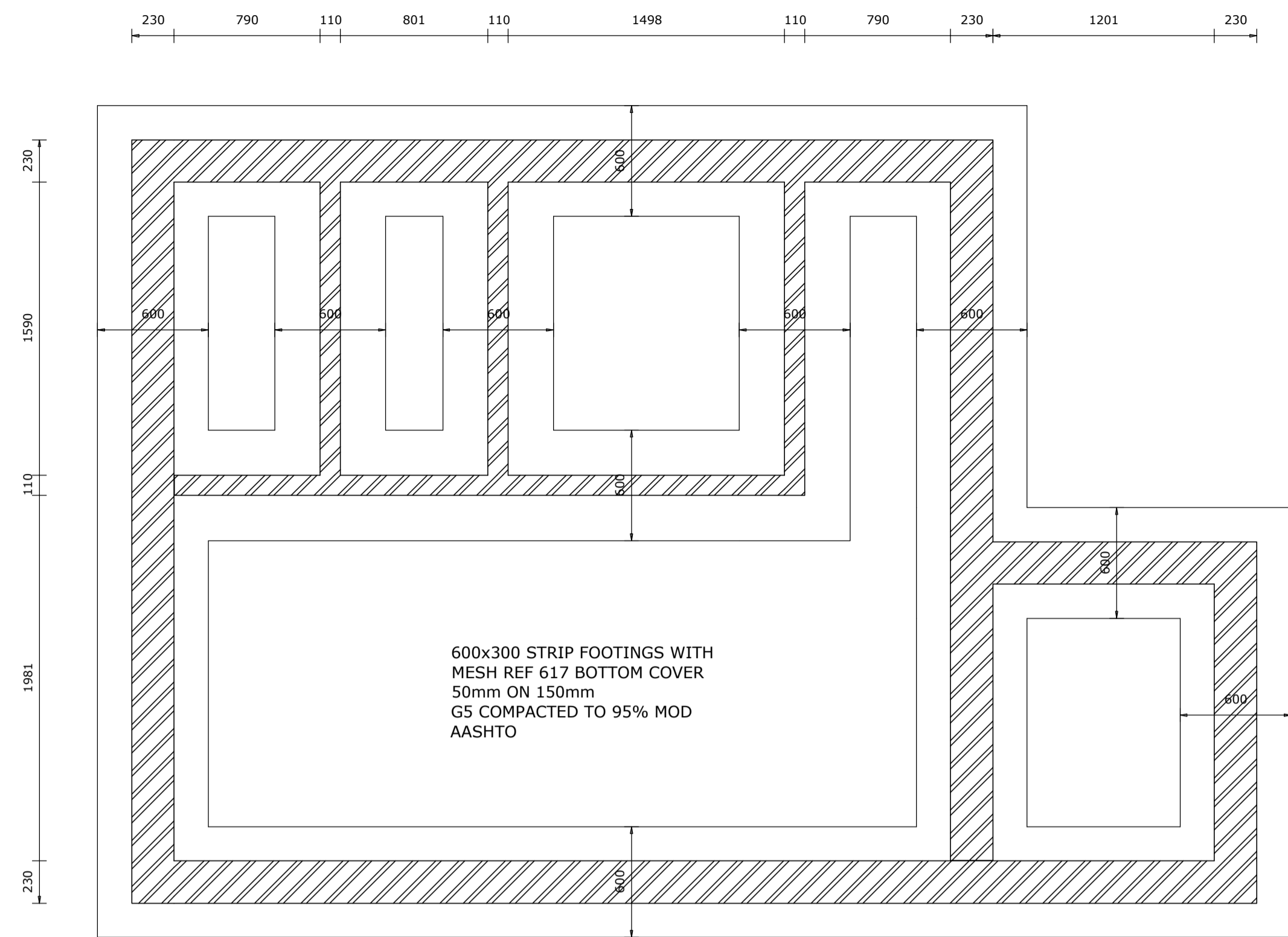
ABLUTION SECTION AND LAYOUT PLAN

CONTRACT No.	SCALE	SHEET
XXXX	N.T.S	1 OF 1
DRAWING No.	REVISION	
P0033-LP-02		

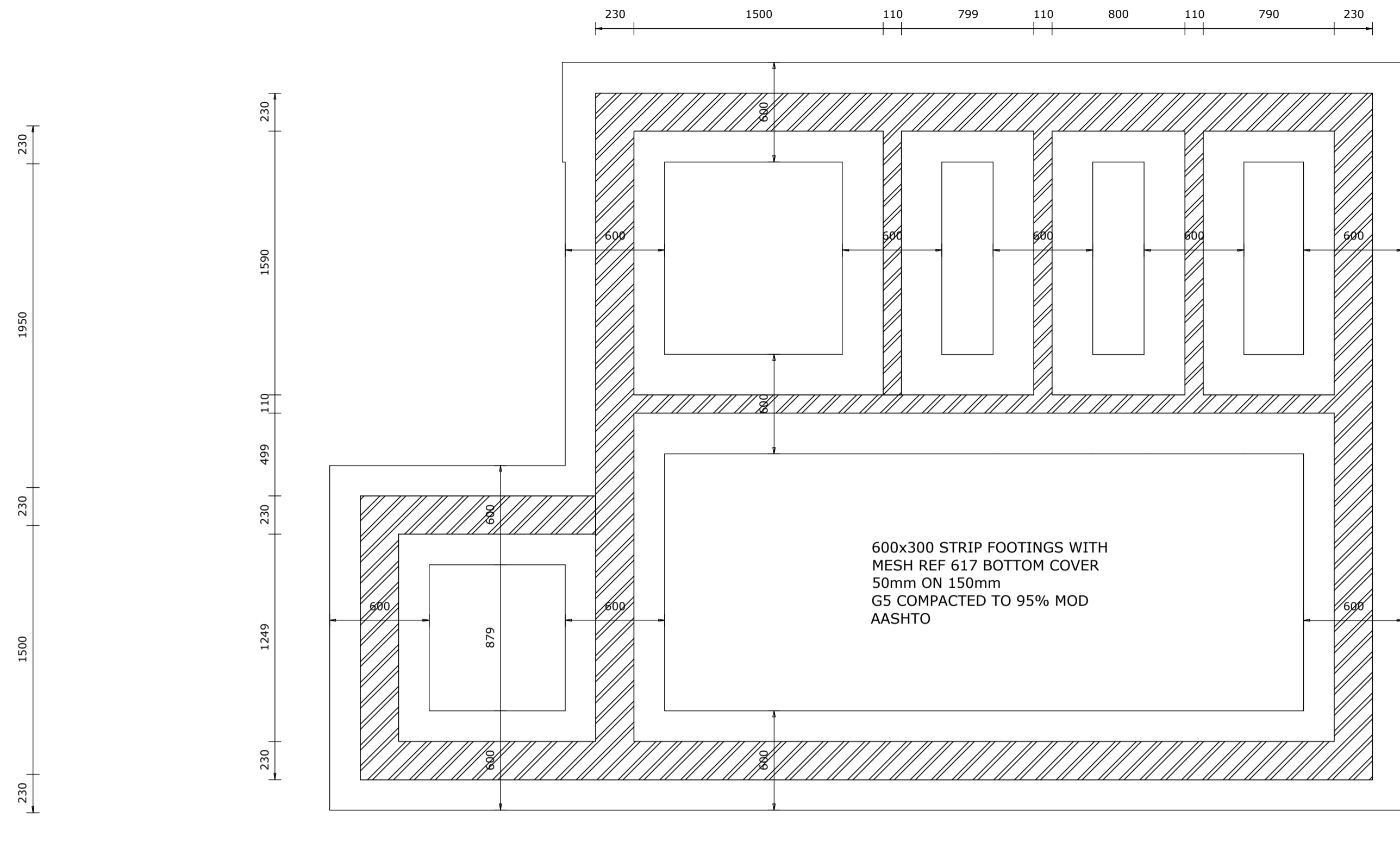
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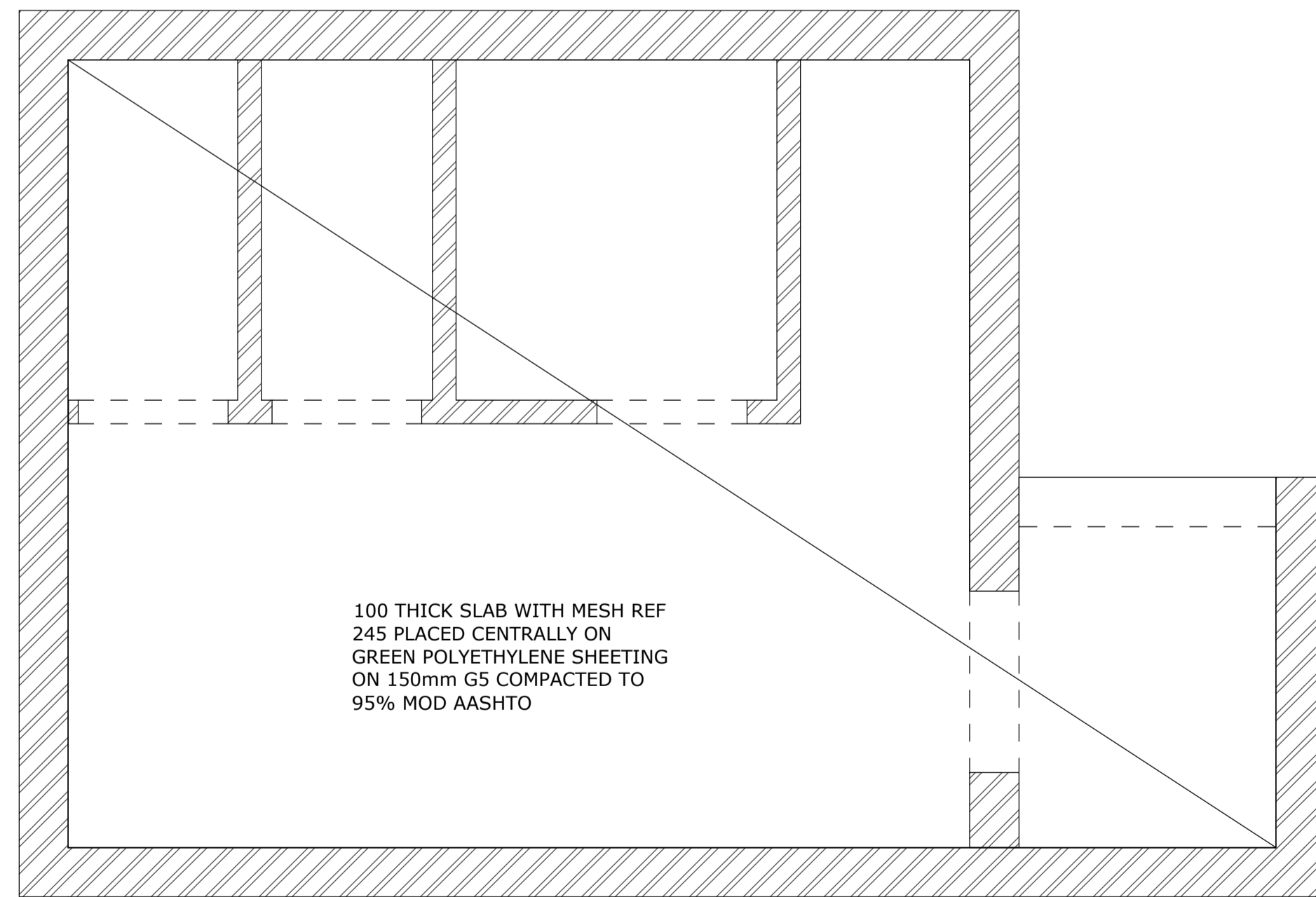
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 - ALL DIMENSIONS ARE IN mm AND ARE TO BE CHECKED ON SITE. ANY DISCREPANCIES BE BROUGHT TO THE ENGINEER.
 - BEAM SIZES ARE GIVEN BREADTH x DEPTH.
 - CONCRETE COVER TO REINFORCING IS TO BE MAINTAINED BY THE USE OF EITHER NYLON SPACERS OR PRECAST CONCRETE BLOCKS WITH GALVANISED BINDING WIRES CAST IN.
 - REINFORCED CONCRETE : REQUIRED CHARACTERISTIC CUBE STRENGTH AT 28 DAYS SHALL BE AS FOLLOWS: FOUNDATIONS 25MPa, COLUMNS 40MPa ,BEAMS, SLABS & STAIRS 25MPa, RETAINING WALLS 25MPa
 - FOUNDATIONS ARE DESIGNED FOR A MAXIMUM SAFE BEARING LOAD OF 100 kPa. FLOORS ARE DESIGNED FOR A MAXIMUM CHARACTERISTIC
 - IMPOSED LOAD (LIVE LOAD) OF 1.5 kPa, PLUS AN ALLOWANCE FOR MOVABLE PARTITIONS OF 0 kPa.
 - CONCRETE COVER TO REINFORCING SHALL BE AS FOLLOWS : FOUNDATIONS 50mm, COLUMNS 40mm, R/C WALLS 25mm BEAMS 25mm, SLABS (SUSPENDED) 25mm, STAIRS 25mm
 - ALL WORK SHALL COMPLY WITH SANS 1200.
 - DESIGN HAS BEEN CARRIED OUT IN ACCORDANCE WITH SANS 10100, 10160, 10161, 10162, 10163 AND 10164 AS APPLICABLE.
 - THE WORKS WILL BE INSPECTED FROM TIME TO TIME BY THE CONSULTING ENGINEER TO ASCERTAIN THAT THE CONTRACTOR IS CARRYING OUT THE WORK IN GENERAL CONFORMITY WITH THE ENGINEERING DRAWINGS AND DOCUMENTS. SUCH INSPECTIONS ARE NOT CARRIED OUT FOR THE BENEFIT OF THE CONTRACTOR, AND DO NOT RELIEVE HIM OF THE RESPONSIBILITY FOR THE PROPER CONSTRUCTION OF THE WORKS IN ACCORDANCE WITH THE ENGINEERING DRAWINGS, DOCUMENTS AND GOOD BUILDING PRACTICE.
 - ALL WALLS INDICATED  ARE LOAD BEARING AND MUST BE CONSTRUCTED TO FULL HEIGHT BEFORE ANY CONCRETE IS CAST.
 - ALL LOAD BEARING BRICKWORK TO HAVE A CHARACTERISTIC CRUSHING STRENGTH OF 14 MPa. CLASS 1 MORTAR.
 - RETAINING WALLS TO BE BUILT IN ENGLISH BOND WITH BRICKFORCE REINFORCEMENT EVERY THIRD COURSE.
 - ALL FLOOR LEVELS, UNLESS OTHERWISE INDICATED, ARE STRUCTURAL SLAB LEVELS.
 - THE ONUS RESTS WITH THE CONTRACTOR TO NOTIFY THE ENGINEER TO INSPECT THE WORKS BEFORE ANY CONCRETE IS CAST. NO CERTIFICATE OF STABILITY WILL BE ISSUED UNLESS THE ENGINEER HAS PERFORMED SUCH INSPECTIONS.
 - 15 x 15mm CHAMFER.
 - TYPICAL SLIP JOINT DETAILS FOR LOADBEARING BRICKWORK.



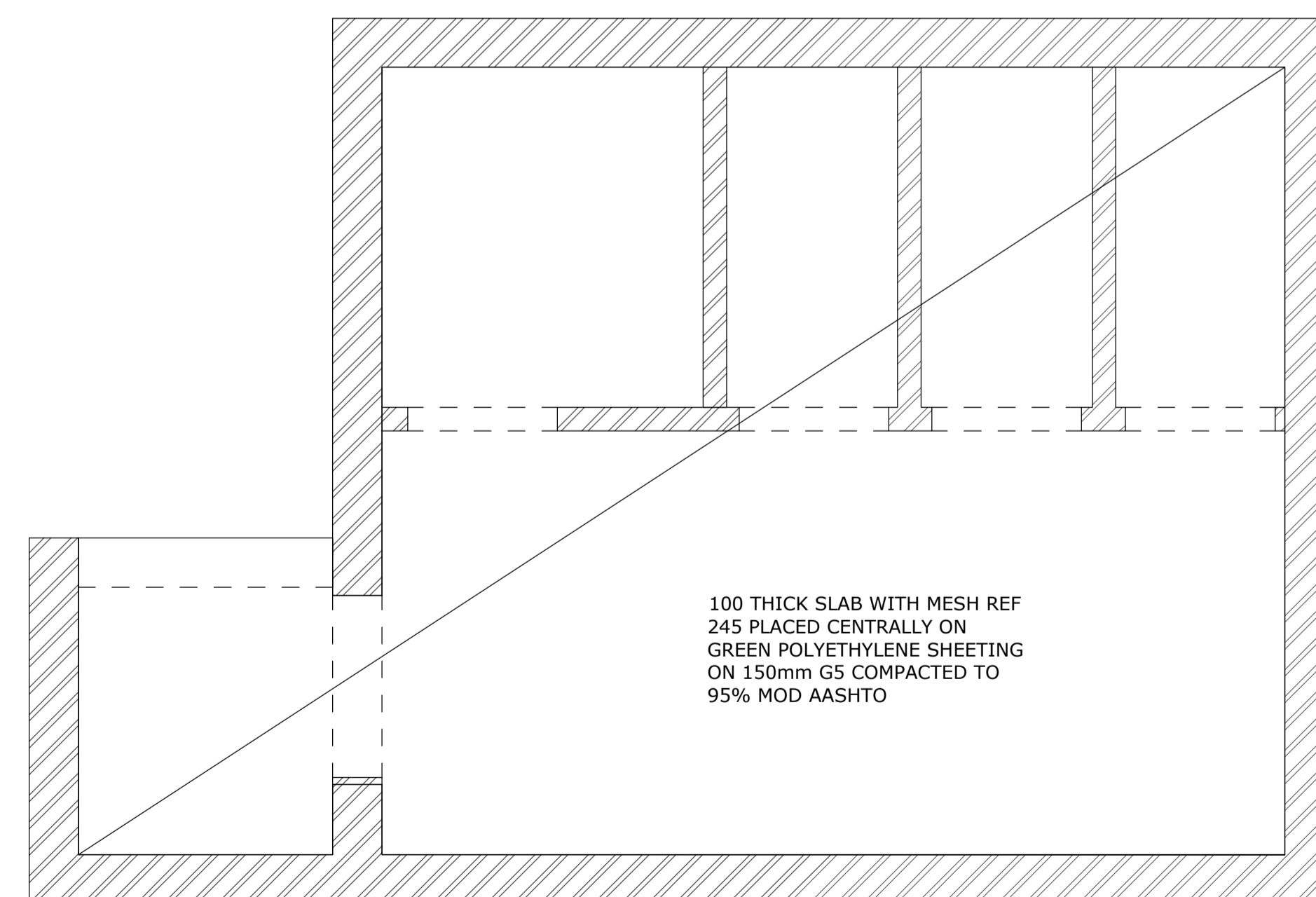
MALE ABLUTIONS FOUNDATIONS




FEMALE ABLUTIONS FOUNDATIONS



MALE ABLUTIONS GROUND FLOOR




FEMALE ABLUTIONS GROUND FLOOR



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CLIENT LOGO



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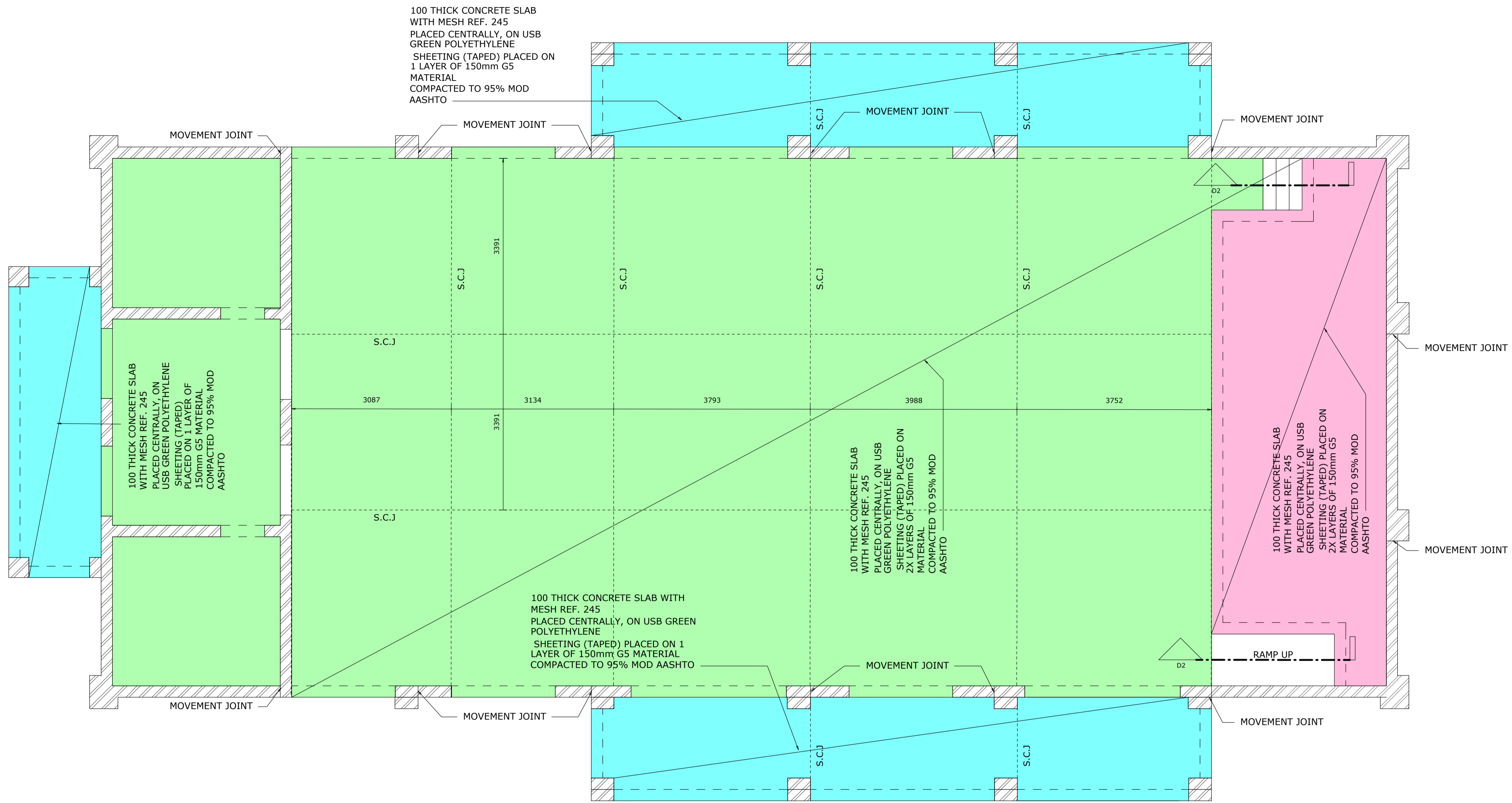
PROJECT TITLE

NYAKAZA COMMUNITY HALL

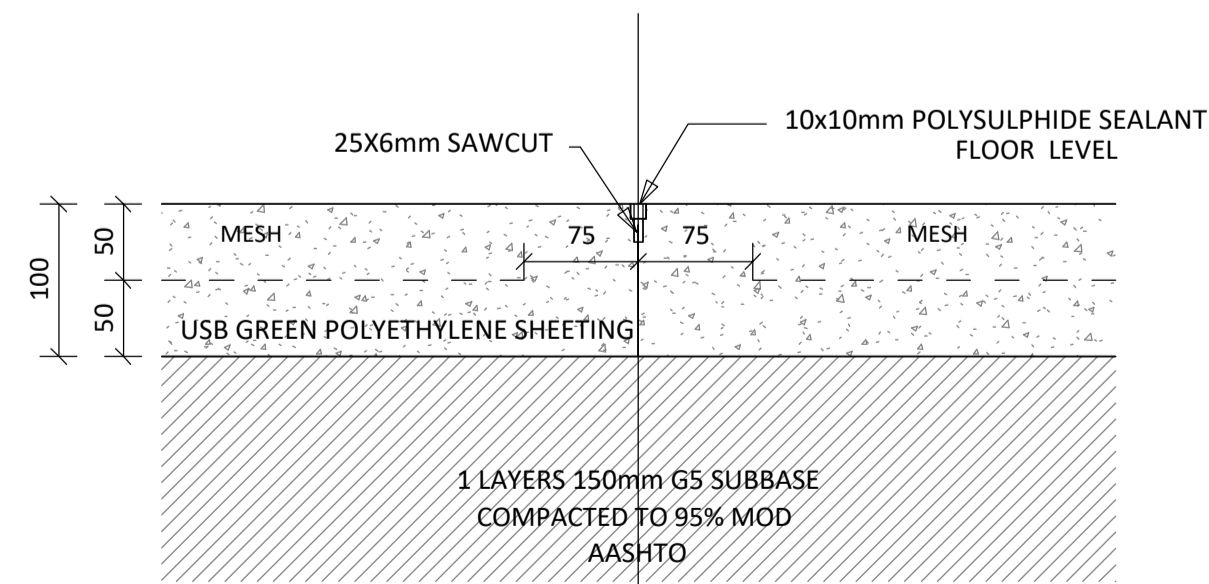
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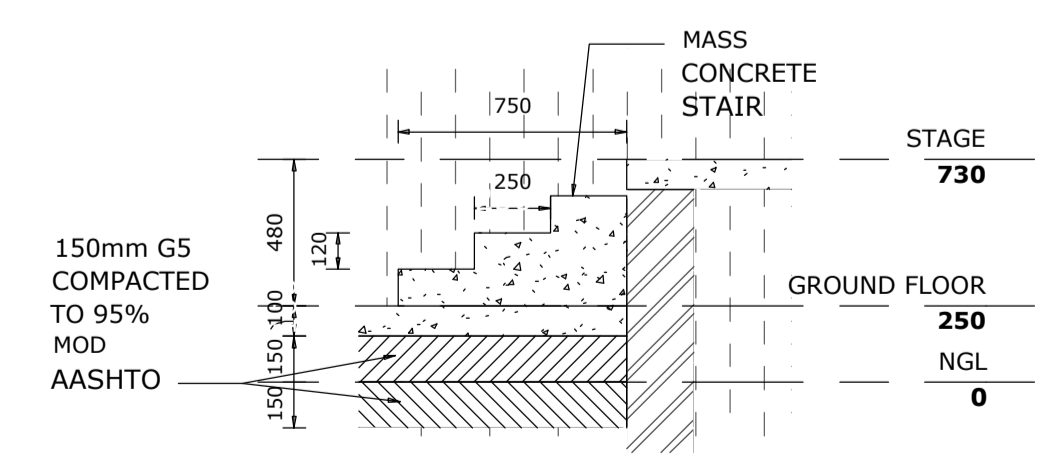
CONTRACT No. XXXX	SCALE N.T.S	SHEET 1 OF 1
DRAWING No. P0033-AL-01		REVISION



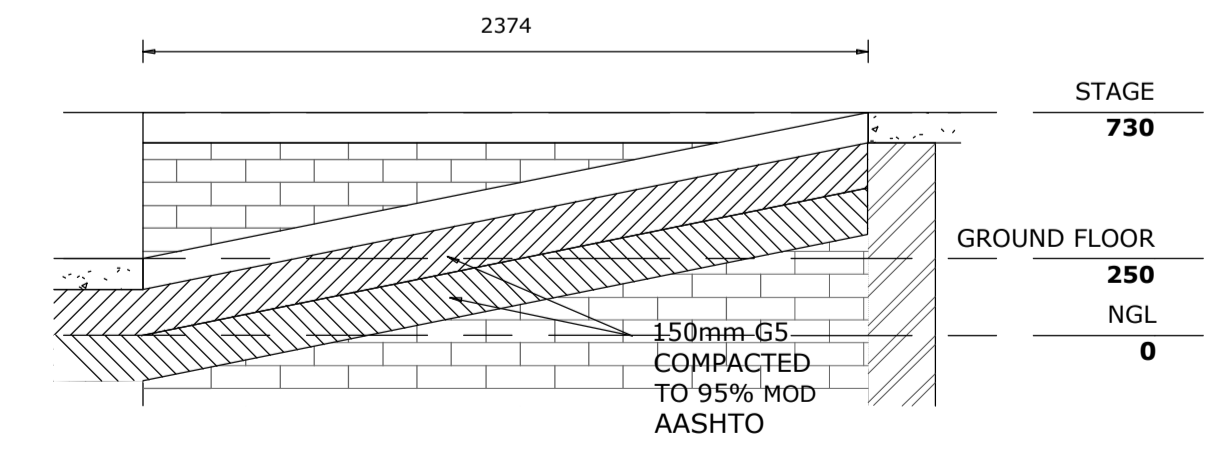
1 GROUND FLOOR



2 SAW CUT JOINT DETAIL



A



4

REFERENCE DRAWINGS		
DRAWING No.	TITLE/DESCRIPTION	SOURCE

- GENERAL NOTES:
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 - 15 x 15mm CHAMFER.
 - TYPICAL SLIP JOINT DETAILS FOR LOADBEARING BRICKWORK.

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CLIENT LOGO

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 TEL. N°: 034 271 6100

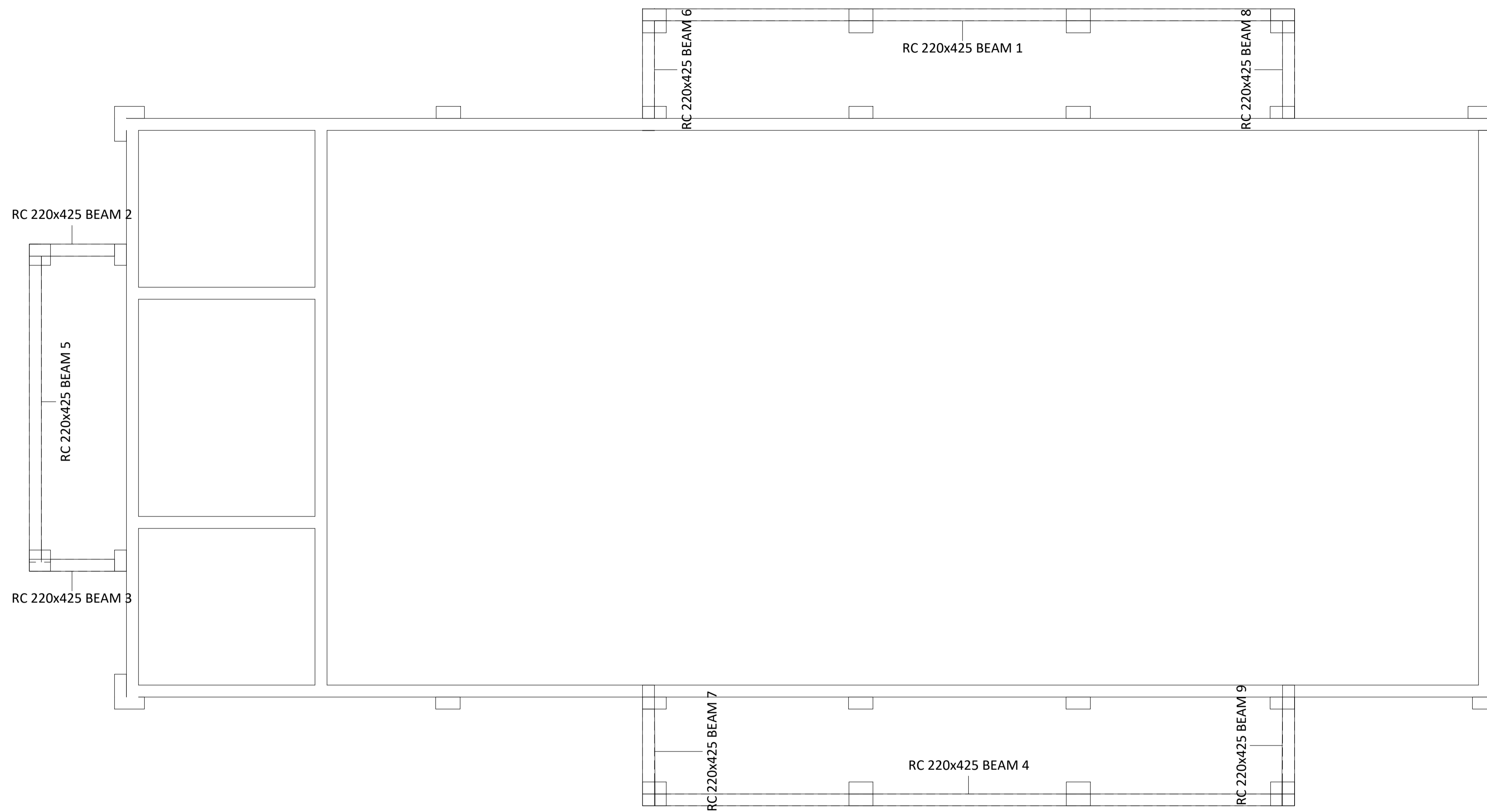
PROJECT TITLE

NYAKAZA COMMUNITY HALL

DRAWING TITLE

FLOOR PLAN

CONTRACT No.	SCALE	SHEET
XXXX	N.T.S	1 OF 1
DRAWING No.	REVISION	
P0033-FP-01		



1 WALLPLATE

REFERENCE DRAWINGS

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- ALL DIMENSIONS ARE IN mm AND ARE TO BE CHECKED ON SITE. ANY DISCREPANCIES BE BROUGHT TO THE ENGINEER.
- BEAM SIZES ARE GIVEN BREADTH x DEPTH.
- CONCRETE COVER TO REINFORCING IS TO BE MAINTAINED BY THE USE OF EITHER NYLON SPACERS OR PRECAST CONCRETE BLOCKS WITH GALVANISED BINDING WIRES CAST IN.
- REINFORCED CONCRETE : REQUIRED CHARACTERISTIC CUBE STRENGTH AT 28 DAYS SHALL BE AS FOLLOWS: FOUNDATIONS 25MPa, COLUMNS 40MPa, BEAMS, SLABS & STAIRS 25MPa, RETAINING WALLS 25MPa
- FOUNDATIONS ARE DESIGNED FOR A MAXIMUM SAFE BEARING LOAD OF 100 KPa. FLOORS ARE DESIGNED FOR A MAXIMUM CHARACTERISTIC
- IMPOSED LOAD (LIVE LOAD) OF 1.5 kPa, PLUS AN ALLOWANCE FOR MOVABLE PARTITIONS OF 0 kPa.
- CONCRETE COVER TO REINFORCING SHALL BE AS FOLLOWS : FOUNDATIONS 50mm, COLUMNS 40mm, R/C WALLS 25mm BEAMS 25mm, SLABS (SUSPENDED) 25mm, STAIRS 25mm
- ALL WORK SHALL COMPLY WITH SANS 1200.
- DESIGN HAS BEEN CARRIED OUT IN ACCORDANCE WITH SANS 10100, 10160, 10161, 10162, 10163 AND 10164 AS APPLICABLE.
- THE WORKS WILL BE INSPECTED FROM TIME TO TIME BY THE CONSULTING ENGINEER TO ASCERTAIN THAT THE CONTRACTOR IS CARRYING OUT THE WORK IN GENERAL CONFORMITY WITH THE ENGINEERING DRAWINGS AND DOCUMENTS. SUCH INSPECTIONS ARE NOT CARRIED OUT FOR THE BENEFIT OF THE CONTRACTOR, AND DO NOT RELIEVE HIM OF THE RESPONSIBILITY FOR THE PROPER CONSTRUCTION OF THE WORKS IN ACCORDANCE WITH THE ENGINEERING DRAWINGS, DOCUMENTS AND GOOD BUILDING PRACTICE.
- ALL WALLS INDICATED ARE LOAD BEARING AND MUST BE CONSTRUCTED TO FULL HEIGHT BEFORE ANY CONCRETE IS CAST.
- ALL LOAD BEARING BRICKWORK TO HAVE A CHARACTERISTIC CRUSHING STRENGTH OF 14 MPa. CLASS 1 MORTAR.
- RETAINING WALLS TO BE BUILT IN ENGLISH BOND WITH BRICKFORCE REINFORCEMENT EVERY THIRD COURSE.
- ALL FLOOR LEVELS, UNLESS OTHERWISE INDICATED, ARE STRUCTURAL SLAB LEVELS.
- THE ONUS RESTS WITH THE CONTRACTOR TO NOTIFY THE ENGINEER TO INSPECT THE WORKS BEFORE ANY CONCRETE IS CAST. NO CERTIFICATE OF STABILITY WILL BE ISSUED UNLESS THE ENGINEER HAS PERFORMED SUCH INSPECTIONS.
- 15 x 15mm CHAMFER.
- TYPICAL SLIP JOINT DETAILS FOR LOADBearing BRICKWORK.



MVULO CONSULTING ENGINEERS

75 IMPALA DRIVE
HUTTEN HEIGHTS
NEWCASTLE
2940

TEL. N°: 087 285 1181

REV	DATE	DESCRIPTION	SIGNATURE APPROVED

	INITIALS	DATE	SIGNATURE
DRAWN BY	MH	07-2023	
DESIGNED BY	TN	07-2023	
CHECKED BY	TN	07-2023	
PROJECT DIRECTOR	TN	07-2023	

CLIENT LOGO



NQUTHU MUNICIPALITY

GHS MDLALOSE STREET
NQUTHU
3135

TEL. N°: 034 271 6100

PROJECT TITLE

**NYAKAZA
COMMUNITY HALL**

DRAWING TITLE

BEAM PLAN

CONTRACT No.	SCALE	SHEET
XXXX	N.T.S	1 OF 1
DRAWING No.		REVISION
P0033-WL-01		